MYSORE AGRICULTURAL DEBTORS RELIEF BILL, 1965 AS REPORTED BY THE JOINT SELECT COMMITTEE.

Motion to consider.

(Debate continued)

SRI G. V. GOWDA (Palya).—Sir, yesterday I was submitting how in spite of the best efforts on the part of the Government from time to time, we have not been able to give relief to any possible extent to the rural debtors. Even this legislation is not adequate in my opinion. This is the most opportune time where the debtors require a permanent relief. I am suggesting for the postponement of the debt itself for a certain period. Another legislation postponing the debt itself must be brought. This will give an opportunity to the agriculturists to divert their attention to grow more food grains.

So far as clause 8 is concerned, I do not generalise that all creditors are so but there will be some who will make the debtors to agree to a settlement and report the matter. Since legal practioners are precluded under section 8, the mischievous creditors may take advantage.

MR. SPEAKER.—More than one Member has repeated this argument, It was before the Committee; no amendment was there and even now there is no amendment.

SRI G. V. GOWDA.—So far as clause 21 is concerned, it is stated that clauses 2, 3 and 4 provide the interest to be debited to the creditor would be the agreed rate between the parties or if there is rate under the decree or order which shall not exceed 12 per cent. Under various enactments now in vogue, agriculturists are entitled to have the benefit of paying only certain percentage. For instance, the Madras Agriculture Debtors Act provides only 5½ per cent. If that is not incorporated here, it is likely that the debtors may be asked to pay the agreed rates. Therefore, I am suggesting that in clauses 2, 3 and 4 in addition to what has been mentioned rates stipulated in different enactments then in force, might be included. We cannot make people to pay more under this enactment while they were getting benefit under other enactments.

2-00 P.M.

Clause 23—Power of court to declare transfer purporting to be a sale to be in the nature of mortgage—It is a good thing that this clause has been adopted. This will apply only to agricultural debtors. When proceedings are pending before the court they are allowed to allege that the transaction would not amount to sale but really it would be mortgage. The next sub-clause (2) provides for an agricultural labourer to make an application before the expiry of one year after the commencement of this Act, stating that any transfer was in the nature of a mortgage. Likewise, I request you to give an opportunity to those persons who are not parties in a court either under section 4 or 15. Supposing they are not debtors now, there is no question of their being debtors before and so such agriculturists will not get benefit.

Sri K. PUTTASWAMY (Minister for Housing and Co-operation).—This is a Debt Relief Act.

Sri G. V. GOWDA.—Supposing he is an agriculturist and he has no debt subsisting on that day, but they had debts subsisting. I want you to give relief to such persons also. He does not have an opportunity to file before the court. So, as you have given an opportunity to an agricultural labourer, you give the same opportunity to the agriculturist also whose income does not exceed Rs. 5,000 or 10,000, *i.e.*, such agriculturists who have been the victims of *malafide* transactions and who could not challenge.

Clause 29 relating to Paying capacity—It is said that the capacity of the debtor, for the purpose of this Act, be deemed to be sixty per cent of the due of all the property of the debtor. In my humble submision, the paying capacity must have a definite relation to the earning capacity. Supposing he is not able to earn, how can he fix the paying capacity ? Even assuming that a person has four acres of land and he cultivates only on one acre and gets an income of Rs. 400.

Sri K. PUTTASWAMY.—Do you want to give relief even to such person who allows the rest of the land to lie fallow ?

Sri G. V. GOWDA.—Circumstances have forced him. Therefore, I am submitting that the paying capacity should have definite relationship with the earning capacity. He may have three acres but it may not be possible to make "both ends meet." Even in the proviso, the amount of the income capitalised, must be the net income.

I do not wish to take much time of the House except to say that clause 42 requires to be changed. This clause precludes legal practitioners. There are proceedings and orders which are appealable. In such cases where there is an appeal against the order under section 4 or 8 or 15 or 23, the legal practitioners must be allowed to appear. These are complicated matters and it is desirable that legal practitioners are allowed to appear.

With these observations, I request the Government to consider the desirability of applying some moratorium for the postponement of the debt.

Sri K. PUTTASWAMY.—I wish to point out that there are a few mistakes which have crept in, in clauses 11, 17, 18 and 19. In all these clauses for Rs. 15,000 the figure 20,000 should be substituted. I regret that this mistake has arisen perhaps by oversight.

Mr. SPEAKER.—How shall we set it right ?

Sri K. PUTTASWAMY.—May I submit that under the Chair's inherent power, these mistakes may kindly be corrected ?

Mr. SPEAKER.—All right I will note it. In all these clauses wherever the figure 15,000 is mentioned it ought to be Rs. 20,000.

Sri K. PUTTASWAMY.—The Joint Select Committee has recommended that instead of Rs. 15,000 the limit must be 20,000. Again

there is another mistake in clause 33. This is wrongly numbered. It should be clause 32. These are obvious mistakes which may kindly be corrected.

I am thankful for the suggestions made during the course of the Debate. For almost all the points that the members have suggested they have moved amendments and when amendments are moved, I will have an opportunity to specifically reply to them.

There seems to be an impression in some quarters that this is almost a new Bill; this is an old affair. From the proviso to clause it will be found that in all the cases mentioned there the provisions of this Bill will not be applicable when it becomes law. Therefore, in the result it will be mostly applicable to the erstwhile Mysore Area. In the erstwhile Mysore area, there was the Mysore Debtors Relief Act. It was not brought into force in all the areas. Therefore, the provisions of this Bill will benefit the debtors in the erstwhile Mysore Area. In other areas, the debtors already enjoy the benefit of the provisions of this Act. As I said, this Bill is not quite new; this is modelled on the lines of the Bombay Agricultural Debtors' Relief Act. This is an attempt to have a uniform law for the State, and we have taken advantage of this occasion to make certain improvements.

A debtor has been defined as a person whose debt amounts to Rs. 20,000. The necessity for such an amendment is in view of the rising prices. The present day income of the agriculturists has increased and an attempt is now made to give the benefit of debt relief to persons who have contracted a debt up to Rs. 20,000. That is an improvement that the Joint Select Committee has made.

A reference was made to the annual income of the agriculturists in sub-clause (2) of clause 5. In the case of individual persons, the non-agricultural income is fixed as Rs. 1,000 or one-third of his total income whichever is more. This is with a view to give relief to smaller persons. It might so happen that there is a poor agriculturist with one acre of land and his income from the agricultural source is assessed by the Shanbouge of the village as Rs. 100. How is he to eke out his livelihood? Naturally from the non-agricultural source. His income may go up to Rs. 1,000. Even in such cases he will be entitled for relief.

SRI H. R. KESHAVA MURTHY (Gandasi).—Suppose his non-agricultural income is Rs. 100?

SRI K. PUTTASWAMY.—The Hon'ble Member seems to be under a wrong impression. It should not be presumed; it refers to the actual income. Where one-third exceeds Rs. 1,000, in such cases he could have more non-agricultural income than Rs. 1,000. This is in the interest of the agriculturist himself. The same argument holds good for the comments on item 4 of sub-clause (5).

SRI C. J. MUCKANNAPPA (Sira).—By this Act, how many agriculturists are going to get benefit?

Sri K. PUTTASWAMY.—It is too much for anybody to guess. We do not know how many persons are there who would come under the definition of agricultural debtor and how many would like to make use of the provisions. It might so happen that there may be persons who are entitled to get benefit under the provisions of this Act, but all the same they may not choose to take advantage of it. Some may feel that it is their duty to pay up to the last pie to their creditors. In such cases, we cannot help. There is lot of agricultural indebtedness in this country. In such cases, whoever want to make use of the provisions of this Bill, will be ed to do so within 3 months from the date of the coming into forc of this Act. It has been made clear that 3 months after the coming into force of this Act, no person will be entitled to get any relief; he loses his remedy. Therefore, this is a very limited benefit that is being conferred on him. A point was made as to why this benefit should not be made available for all time to come. If such a provision is made, there would be no credit system in the country and nobody would come forward to advance. This is only an attempt to scale down the debts which hav accumulated since a long time. That is not the purpose of this Bill at all.

Today the Hon'ble member Sri G. V. Gowda made out one more point. He asked as to why moratorium should not be placed on debts? That is not the intention of this Bill. This is only an attempt to scale down the debts. Moratorium is only postponing the claim and, therefore, that point would not arise.

Sri C. J. MUCKANNAPPA.—What is the percentage of people who are going to be benefited by this?

Sri K. PUTTASWAMY.—It is impossible for anybody to say what debt his own relations and friends would be having. This is a matter which is kept almost confidential by everybody.

Sri SIDDAIAH KASIMATH (Shirahatti).—What about Government's debts?

Sri K. PUTTASWAMY.—This Bill is not applicable to Government debts.

Yesterday a point was made as to the chance of Government losing its claim. A notice is going to be served on the Deputy Commissioner and if the Deputy Commissioner does not prefer his claim on behalf of Government one member suggested that Government would be losing its remedy. May I say that there would be no such contingency because in all debtors' applications the debtor is expected to disclose all his debts. He would also disclose what he is due to Government, co-operative society and scheduled bank. If he does not do so, then it amounts to fraud and under clause 36 the award can always be reopened and he will not stand to get any benifit at all.

Sri ANNA RAO GANAMUKHI (Afzalpur).—If the debtor discloses all the debts in his application including Government debts, then why notice should be issued to the Deputy Commissioner, co-operative

(Sri Anna Rao Ganamukhi)

society and scheduled bank and if they do not send their statements in time why should it be extinguished ? Ordinarily the debtor discloses the debts in his own application.

Sri K. PUTTASWAMY.—If he discloses his debts then the court will not allow those debts to be extinguished because under the Bill those debts are saved. If he does not disclose this debt then his action will amount to an act of fraud and the award will be reopened.

Mr. SPEAKER.—The Hon'ble member Sri Anna Rao will bear in mind that if the purpose is to distribute the assets and pass the award and wipe out all that, should not there be a full statement of all the claims, whether to be scaled down or not ? Therefore the debtor must give a full disclosure of his debts.

Sri ANNA RAO GANAMUKHI.—When the debtor discloses and if the Deputy Commissioner does not send the statement, on that score only it is extinguished. That is the provision.

Mr. SPEAKER.—How can that be extinguished ?

Sri ANNA RAO GANAMUKHI.—That is the provision of clause 25(5).

Mr. SPEAKER.—That is because otherwise so many fictitious claims may be put forward.

Sri ANNA RAO GANAMUKHI.—This claim refers only to Government co-operative society and scheduled bank and not others.

Sri K. PUTTASWAMY.—There again the Hon'ble member is making a mistake. He asks where is the necessity to give notice to the Deputy Commissioner. Clause 25(4) makes it very clear. This is not incumbent on the Government.

Mr. SPEAKER.—Even so the correctness must be ensured because the debtor may show a lower amount or a higher amount.

Sri K. PUTTASWAMY.—In addition to that, they may also give some remission.

Mr. SPEAKER.—These things are not arising for the first time. They have been there all these years. In this Bill, to bring about uniformity all these principles are being discussed as if we are formulating them under the principles of jurisprudence for the first time.

Sri K. PUTTASWAMY.—I am thankful to my friend Sri Anna Rao for pointing out the provisions of clause 25(5). Suppose the debtor makes a statement regarding the amount due, and the Deputy Commissioner has not been able to file a statement. Even in such cases unless the court says that the debt is to this extent extinguished it is not going to be extinguished. Therefore, the interests of Government, the co-operative society and scheduled banks are amply safeguarded in the provisions of this Bill.

As I have already submitted, on most of the points that were made out during the course of the debate, there are nearly 48 amendments pertaining to those points. When those amendments are moved I will reply to those points. Therefore, I submit the House may kindly pass the consideration motion of this Bill.

Mr. SPEAKER.—The question is :

"That the Mysore Agricultural Debtors Relief Bill, 1965, as reported by the Joint Select Committee, be taken into consideration."

The motion was adopted.

CLAUSE 2

Mr. SPEAKER.—Then we come to the consideration of the clauses. First we shall take up clause 2. There are ten amendments.

2-30 P.M.

Sri ANNA RAO GANAMUKHI.—Sir, I beg to move :

"That at page 10, in item (4), lines 6 and 7, the comma and the words 'or any liability for the recovery of which remedy is barred by limitation' occurring at the end shall be deleted."

Mr. SPEAKER.—Amendment moved :

"That at page 10, in item (4), lines 6 and 7, the comma and the words 'or any liability for the recovery of which remedy is barred by limitation' occurring at the end shall be deleted."

Sri H. R. KESHAVA MURTHY.—Sir, I beg to move :

"That at page 10, in item (5) (a) (ii), line 2, for the word 'thirty' 'twelve' shall be substituted ."

Mr. SPEAKER.—Amendment moved :

"That at page 10, in item (5) (a) (ii), line 2, for the word 'thirty' the word 'twelve' shall be substituted."

Sri H. R. KESHAVA MURTHY.—Sir, I beg to move :

"That at page 10, in item (5) (a)(iv), lines 3 and 4, the words and figures 'or Rs. 1,000 whichever is greater' shall be deleted."

Mr. SPEAKER.—Amendment moved :

"That at page 10, in item (5) (a) (iv), lines 3 and 4, the words and figures 'or Rs. 1,000 whichever is greater' shall be deleted."

Sri H. R. KESHAVA MURTHY.—Sir, I beg to move:

"That at page 11, in item (5) (b)(ii), line 2 for the word 'thirty' the word 'twelve' shall be substituted."

Mr. SPEAKER.—Amendment moved :

"That at page 11, in item (5) (b) (ii), line 2 for the word 'thirty' the word 'twelve' shall be substituted."

Sri H. R. KESHAVA MURTHY.—Sir, I beg to move :

"That at page 11, in item (5) (b) (iv), lines 3 and 4, the words and figures ' or Rs. 3,000 whichever is greater' shall be deleted."

Mr. SPEAKER.—Amendment moved:

"That at page 11, in item (5) (b) (iv), lines 3 and 4, the words and figures 'or Rs. 3,000 whichever is greater' shall be deleted."

Sri H. R. KESHAVA MURTHY.—Sir, I beg to move :

"That at page 11, in Explanation 1, line 3, after the words 'pig breeding' the word 'apiculture' shall be added."

Mr. SPEAKER.—Amendment moved :

"That at page 11, in Explanation 1, line 3, after the words 'pig breeding' the word 'apiculture' shall be added."

Sri H. R. KESHAVA MURTHY.—Sir, I beg to move :

"That at page 11, in item (6), lines 3 and 4, between the words 'manure' and 'Pesticides' the word 'insecticides' shall be inserted."

Mr. SPEAKER.—Amendment moved :

"That at page 11, in item (6), lines 3 and 4, between the words 'manure' and 'Pesticides' the word 'insecticides' shall be inserted."

The Amendment of Sri Siddaiah Kashimath is already covered.

Sri H. D. DEVE GOWDA (Holenarasipur).—Sir, I am not moving my amendment.

Mr. SPEAKER.—The Amendment of Sri Siddaiah Kashimath is covered and that the Hon'ble Member is absent ; his amendment is not moved.

†Sri ANNARAO GANAMUKHI.—What was said yesterday was, that a debt for the recovery of which remedy is barred does not cease to be a debt at all. It is a debt although the remedy may be barred by *limitation*. Therefore, the definition does not seem to be legally correct, because a debt can be renewed or it can be recovered privately without

going to the Court of Law. Instead of putting this here, I have suggested in my next amendment that it should be placed somewhere else, that is to say in clause 4 as sub-clause (c). I think, the Hon'ble Minister may accept this amendment.

Mr. SPEAKER.—The Act is dealing with enforceable remedies, not moral remedies.

Sri ANNARAO GANAMUKHI.—Sub-clauses (a) and (b) also say that they are debts because they have been decided and the claims have already been settled in accordance with the law prevailing in those States previously. When those debts have been settled, they are not debts at all.

Mr. SPEAKER.—Settled is something different from satisfying. What is the wording ?

Sri ANNARAO GANAMUKHI.—It says :

"(a) from a debtor whose debts have been adjusted on an application under section 4 of the Bombay Agricultural Debtors Relief Act, 1947 or of the Hyderabad Agricultural Debtors Relief Act, 1956 or in respect of debts which have been scaled down under the Madras Agriculturists Relief Act, 1938 ;

(b) in respect of any debt due from a debtor which has been extinguished under sub-section (1) of section 15 of the Bombay Agricultural Debtors Relief Act, 1947, or sub-section (1) of section 16 of the Hyderabad Agricultural Debtors Relief Act, 1956."

Mr. SPEAKER.—This is a savings ; exemption from the Act.

Sri ANNARAO GANAMUKHI.—They are also not considered under the definitions of the Act. They could have been included under clause 4, which is the precise place for that.

Mr. SPEAKER.—Definition deals and says that a debt which is barred should not be taken into consideration for the purposes of present settlement, and the Hon'ble Member wants to bring them on par and say.................

Sri ANNARAO GANAMUKHI.—The debts which have been extinguished !

Mr. SPEAKER.—Extinguished under what circumstances ?

Sri ANNARAO GANAMUKHI—Under every circumstance, by the Court or by operation of law.

Mr. SPEAKER.—What is the effect ? Here are these debts which will not be brought within the purview of the Bill. This is not enforceable ; therefore, it will not be reckoned.

Sri ANNARAO GANAMUKHI.—Even if it is barred by limitation, a debt remains to be a debt.

Sri K. PUTTASWAMY.—Sir, I am not accepting the amendmeat.

†Sri H. R. KESHAVA MURTHY.—I will take up amendments items 5 (a) (ii) and 5 (b) (ii) together. The clause says :

"debtor means who holds land used for agricultural purposes, or has held such land at any time not more than thirty years before 30th January 1960,......"

My amendment is to substitute twelve years in place of thirty years, because the period of thirty years is too long a period, and it will be 35 years from now. If transactions relating to such a long period are taken into consideration, it may lead to a good lot of litigations in the Courts and the innocent villagers are lead by the middle people like the 'Phoot lawyers'. Virtually even the litigants will not be benefited and those touts make much of the proceedings also. Therefore, I request that this period of thirty years may be reduced to twelve years.

Sri SIDDIAH KASHIMATH.—It is mentioned in the explanation, which should be in the definition clause. The Agricultural labourer means a person who cultivates land belonging to other person. So the word 'Agricultural labourer' should be in the definition.

Sri K. PUTTASWAMY.—I am not accepting any of the amendments moved by Sri Annarao Ganamukhi. He wants the words 'or any liability for the recovery of which remedy is barred by limitation' to be deleted and add it on as (c) under the Clause. He is looking at this from one point of view and we are looking at anothor point of view. So, I am not accepting it.

Sri ANNARAO GANAMUKHI.—The intention is not to bring the unforceable debt into the category and that is not my intention. Either way that is going to be excluded.

Sri K. PUTTASWAMY.—The transactions may take place more favourably to the debtor. Therefore, I cannot accept it. The point that is made out by Sri Siddaiah Kashimath in the clause relates to agricultural labourer. What is meant by agricultural labour is explained. As explanation it is included there. But he wants it to be included as definition. Then words "Agricultural labourer" come only under clause 23, and no where else. Therefore, it is more fitting to have it as an explanation.

Sri H. R. KESHAVA MURTHY.—Sir, I have got other amendments.

Mr. SPEAKER.—All amendments are before the House. How am I to follow the rules of procedure if all the members stand up and say like this ?

Sri H. R. KESHAVA MURTHY.—My amendments relate to a debtor s income. Suppose his agricultural income is Rs. 10, he is also a debtor. With some non-agricultural income, he is admitted to be a debtor. The limit exceeds Rs. 2,000; and one thousand rupees from other means he is also a debtor. There is discrimination. So that piscrimination should be removed. Even in the joint family, if there is

an income of Rs. 10 as agricultural income, and if he has got a non-agricultural income of Rs. 3,000, he will be considered as a debtor. But this extends up to Rs. 7,500. While framing rules, they should have used some discretion while fixing it. Here, too much disparity is there. Therefore I have brought this amendment.

Agriculture is more important. That should be added. Again there is difference between pesticides and insecticides. What I want is that 'insecticides' is more important than the 'pesticides'. Therefore the word "insecticides" is to be included.

Mr. SPEAKER.—Is the Hon'ble Minister accepting the amendments ?

Sri K. PUTTASWAMY.—No. I am not accepting any one.

Mr. SPEAKER.—Are any of the amendments going to be withdrawn with the leave of the House ?

Sri ANNARAO GANAMUKHI.—I beg leave of the House to withdraw my amendment.

Sri H. R. KESHAVA MURTHY.—I beg leave of the House to withdraw all my amendments to clause 2.

Mr. SPEAKER.—I hope the House grant leave to withdraw all the amendments to clause 2.

HON'BLE MEMBERS.—Yes.

The amendments were, by leave of the House, withdrawn.

Mr. SPEAKER.—The question is :

"That clause 2 stand part of the Bill."

Motion was adopted.

Clause 2 was added to the Bill.

Sri H. R. KESHAVA MURTHY.—Clause 3. I beg to move

"That at page 14, the Explanation shall be deleted."

Mr. SPEAKER.—Amendment moved :

"That at page 14, the Explanation shall be deleted.

Sri ANNARAO GANAMUKHI.—I beg to move :

"That in clause 3 at page 14 (viii), (ix) and the Explanation thereto shall be deleted."

Mr. SPEAKER.— Amendment moved :

"That in clause (3) at page 14 (viii), (ix) and the Explanation thereto shall be deleted."

The time allotted for the Bill is over. I extend the time by one hour. I always seek the co-operation of all the Hon'ble Members.

† **Sri H. R. KESHAVA MURTHY.**—Therefore, if we delete that Explanation, there will be common treatment of all women, women of rural areas and urban areas alike. That is why I want to suggest that the Explanation be deleted.

Mr. SPEAKER.—May I just inform the House that this clause particularly, with regard to ladies, occurred and continues to occur so far as Madras area is concerned. As to how it came about like this for the first time when the debts were to be scaled down, I may state that the atmosphere which then prevailed was totally different; there was the sacredness of the contract; the parties were at liberty to borrow; creditors were at liberty to advance and debtors were at liberty to borrow; having done that, it was an invasion into the rights of the parties to say that the debt is scaled down and it seems to be a violation of the priciple of jurisdiction. In that light, certain exceptions were mentioned. It was done in various ways. If a poor man buys a property, he cannot have the property and wipe off the debt also; therefore such a class of debt was exempted saying that it cannot be scaled down. Similarly debts due to Government, debts due to co-operative societies, debts due to scheduled banks could not be scaled down. After a series of discussions, it was felt like that.

ಶ್ರೀ ಎಸ್. ಗೋಪಾಲ ಗೌಡ.—ಹಿಂದೆ ಸಾಲ ತೀರಿಸದೆ ಇದ್ದವರಿಗೆ ಜೈಲುಬತ್ಯ ಕೊಟ್ಟು ಜೈಲಿಗೆ ಕಳುಹಿಸುತ್ತಿದ್ದರು. ಅದು ಇದೆಯೇ?

Mr. SPEAKER.—I am out of practice for the last about 6 to 8 years. Now so far as ladies are concerned, particularly ladies having limited interest, *i.e.*, with regard to ladies belonging to Aliyasanthana, ladies belonging to Marumakathaya family or widows under the Hindu Law, all those things have been considered and with regard to ladies it was not thought wise to deprive them of their assets unless they are rich ladies. Therefore, a limit was put. If the debt due to ladies is within that limit, then it will not be scaled down. Suppose they possessed other immoveable property, there was no difficulty and the debt was not protected. Suppose they had a 'tali' or certain other jewels which they are bound to have on account of the religious sentiments or ceremonies through which they had to undergo or pair of bangles, jewellery, household utensils, etc., all those were exempted. It is there without doing injustice to anybody all these years. It is easy to say, suppose a lady has got Rs. 20 lakhs worth diamonds and necklaces, is it to be protected? On the practical side, there is no difficulty. Today we are dealing with debts which are controlled already. Therefore, I do not think that we should spend bulk of the time on it. I do not say it is irrelevant and shut it out. We should bear in mind the reality that we are not considering the first principles or the first reading or second reading of the legislation.

Sri C. J. MUCKANNAPPA.—What about cases where evidence is let in?

Mr. SPEAKER.—All those things will be done before a court. Now it has gone before courts and decided in a very large number of cases.

Sri ANNARAO GANAMUKHI.—I do not know whether you also participated in the proceedings, because you know so many details about it.

Mr. SPEAKER.—At that time I was not in politics. I was busy making money in the bar and robbing the clients.

Sri ANNARAO GANAMUKHI.—My difficulty is, the word 'women' is used here. The husband of a woman may be rich and she may be living with him. If she happens to be a woman and if you do not bring her debt within the purview of this Act, then you will be doing great injustice in such cases. If the word 'widow' was used, then of course, we could have understood it. All women in the world have been included in it provided they have got personal property which does not exceed Rs. 6,000. What about husband's property and what about son's property ?

Mr. SPEAKER.—If the Hon' Members had read a few more books on law and customs regarding marriages he would have understood it; there are so many marriages which are respected by society.

Sri ANNARAO GANAMUKHI.—I do not know what happens with regard to Aliyasanthana family.

Mr. SPEAKER.—Now, there is no difficulty.

Sri ANNARAO GANAMUKHI.—Instead of the word 'women' if they had put in the word 'widow' we can understand it. Now the position has also changed after the passing of the Hindu Succession Act and the Hindu Law because the conception of limited ownership has already disappeared from the Hindu law and moreover in the explanation I think they have exceeded even the Civil Procedure Code practice because there only Mangala Sutra is given exception.

Mr. SPEAKER.—That purpose is totally different. That is in respect of attaching assets belonging to a lady debtor against whom court decree is passed. Here she is a creditor.

Sri ANNARAO GANAMUKHI.—Here we are not putting any ceiling on the jewellery. If you have put Rs. 6,000 as you have put for other property I can understand; in the Explanation it has been further amplified and it come even to Rs. 50,000 or lakhs. Therefore that conception is quite inconsistent with the idea of giving relief to a woman. I can understand we must give some relief but not to the extent you have mentioned here.

Sri G. V. GOWDA.—I want to oppose the deletion of the clause because in cases of any liability arising out of breach of trust, he is criminally liable and the sum that is recoverable should be recovered. What the Hon'ble Speaker has observed is correct in principle, but in actual practice the explanation is misused.

Mr. SPEAKER.—Those instances are gone now.

Sri G. V. GOWDA.—Especially after the Hindu Succession Act, it is not desirable to have these things. She is also entitled to have the property as a matter of right. If a husband dies intestate, then she is entitled to a share of the property.

Mr. SPEAKER.—What about spinsters? She is entitled to be maintained from the assets of the father's property.

Sri G. V. GOWDA.—It is all right in 1947-48. But now after the passing of the Hindu Succession Act, I think it is not desirable to give this Exemption.

Mr. SPEAKER.—The House will now rise for lunch and reassemble after half an hour.

The House adjourned for Recess at Three of the Clock and reassembled at Thirty Minutes past Three of the Clock.

[MR. DEPUTY SPEAKER in the Chair.]

†ಶ್ರೀ ಸಿ. ಜೆ. ಮುಕ್ಕಣ್ಣಪ್ಪ.—ಸ್ವಾಮಿ, ಕ್ಲಾಜು ಮೂರಕ್ಕೆ ಶ್ರೀಯುತರುಗಳಾದ ಅಣ್ಣಾರಾಯರು ಮತ್ತು ಕೇಶವಮೂರ್ತಿಗಳು ತಂದಿರುವ ತಿದ್ದುಪಡಿಯು ಸೂಕ್ತವಾಗಿದೆ. 1938ನೆಯ ಇಸವಿಯಲ್ಲಿ ಶ್ರೀ ರಾಜಾಜಿಯವರು ಮದ್ರಾಸಿನ ಮುಖ್ಯ ಮಂತ್ರಿಗಳಾಗಿದ್ದಾಗ ಹೆಣ್ಣು ಮಕ್ಕಳಿಗೆ ಒಂದು ರಕ್ಷಣೆ ಕೊಡಬೇಕೆಂದು ತಂದಿದ್ದ ಒಂದು ಎಕ್ಸ್‌ಪ್ಲನೇಷನ್ನನ್ನು ಇಲ್ಲಿ ಸೇರಿಸ ಲಾಗಿದೆ. 1965ರಲ್ಲಿ ಮದ್ರಾಸು ಮತ್ತು ಮುಂಬಯಿ ಕರ್ಣಾಟಕದಲ್ಲಿರುವುದನ್ನು ಸಮನ್ವಯ ಮಾಡಬೇಕೆಂದು ಈ ವಿವರಣೆ ಸೇರಿಸಿ ತಂದಿರುವ ವಿಧೇಯಕವನ್ನು ಒಪ್ಪುವುದಕ್ಕೆ ಸಾಧ್ಯವಿಲ್ಲ. ಏಕೆಂದರೆ, ಇಂಡಿಯಾದ ರಿಸರ್ವ್ ಬ್ಯಾಂಕು ಮಾಡಿರುವ ಸರ್ವೆ ಪ್ರಕಾರ ಮೈಸೂರು ರಾಜ್ಯದಲ್ಲಿ ಕೆಲವು ಸಾಲಗಾರರಿದ್ದರು. ಅವರಲ್ಲಿ ಎಷ್ಟು ಮಂದಿಗೆ ಹೆಂಗಸರು ಸಾಲ ಕೊಟ್ಟಿದ್ದಾರೆ ಎಂಬುದು ಗೊತ್ತಿರಲಿಲ್ಲ. 1938ರಲ್ಲಿ ರಾಜ್ಯಾಂಗವಿರಲಿಲ್ಲ, ಆಗ ಮಾಡಿದ ಎಕ್ಸ್‌ಪ್ಲನೇಷನ್ನನ್ನು ಈ ದಿವಸ ಸೇರಿಸಲು ಕಾರಣವೇನು ಎಂಬುದಕ್ಕೆ ಸರಿಯಾದ ಉತ್ತರವನ್ನು ಮಂತ್ರಿಗಳು ಹೇಳಬೇಕು. ಸಾಲಗಾರರಿಗೆ ಅನುಕೂಲ ಮಾಡಬೇಕೆಂಬ ಉದ್ದೇಶದಿಂದ ಈ ವಿಧೇಯಕವನ್ನು ತರಲಾಗಿದೆ. ರಿಸರ್ವ್ ಬ್ಯಾಂಕ್ ಸರ್ವೆ ಪ್ರಕಾರ 1961-62ರಲ್ಲಿ ಶೇಕಡ 85.3 ಸಾಲಗಾರರಿದ್ದರು, 1965ರ ಹೊತ್ತಿಗೆ ಅದು ಶೇಕಡ 3—4ರಷ್ಟು ಹೆಚ್ಚಾಗಿ ಶೇಕಡ 90 ಆಗಬಹುದು—1961-62ರಲ್ಲಿ 200 ಕೋಟಿ ರೂಪಾಯಿ ಸಾಲ ರೈತರಿಗಿತ್ತು. ಅಷ್ಟು ಸಾಲ ಕೊಟ್ಟಿರುವವರಲ್ಲಿ ಹೆಂಗಸರೆಷ್ಟು ಮಂದಿ ಇದ್ದಾರೆ ಎಂಬುದನ್ನು ಹೇಳಲು ಮಂತ್ರಿಗಳಿಗೆ ಸಾಧ್ಯವಾಗಿಲ್ಲ. ಸಹಕಾರ ಸಂಘಗಳು, ಸರಕಾರ ಮತ್ತು ಲ್ಯಾಂಡ್ ಮಾರ್ಟ್‌ಗೇಜ್ ಬ್ಯಾಂಕು, ಹೀಗೆ ಬೇರೆ ಬೇರೆ ಕಡೆ ರೈತರಿಗೆ ಸಾಲ ಕೊಡಲಾಗಿದೆ. ಈ ಎಕ್ಸ್‌ಪ್ಲನೇಷನ್ ಇದ್ದರೆ ಇದರ ದುರುಪಯೋಗವಾಗುತ್ತದೆ. ಇದಿಲ್ಲದಿರುವುದು ರೈತರ ದೃಷ್ಟಿ ಯಿಂದ ಒಳ್ಳೆಯದು. ಆಬ್ಸೆಂಟಿ ಲ್ಯಾಂಡ್‌ಲಾರ್ಡ್ಸ್ ಬೆಂಗಳೂರಿನ ಸುತ್ತಮುತ್ತ ಎಲ್ಲಾ ಕಡೆಯೂ ಇದ್ದಾರೆ. ಅವರು ಸರಕಾರಿ ನೌಕರರಾಗಿರಬಹುದು ಅಥವಾ ಬೇರೆಯವರಾಗಿರಬಹುದು. ಅವರು ತಮ್ಮ ಹೆಂಡತಿ ಹೆಸರಿನಲ್ಲಿ ಅಥವಾ ಮಗಳ ಹೆಸರಿನಲ್ಲಿ ಲೇವಾದೇವಿ ಮಾಡುತ್ತಿದ್ದಾರೆ. ಅವರಿಗೆ ವಿನಾಯಿತಿ ಕೊಡುವುದು ಯಾವ ನ್ಯಾಯ ? ರಾಜ್ಯಾಂಗದ ಪ್ರಕಾರ ಹೆಣ್ಣುಮಕ್ಕಳಿಗೆ ಗಂಡಸರಿಗಿರು ವಂತೆ ಸಮಾನ ಹಕ್ಕುಬಾಧ್ಯತೆಗಳು, ಅವಕಾಶಗಳು ಮುಂತಾದುವು ಇವೆ. ಹಾಗಿರುವಾಗ ಈ ವಿನಾಯಿತಿ ಏಕೆ ? ಶ್ರೀ ಅಣ್ಣಾರಾಯರು ಹೇಳಿದಹಾಗೆ ವಿಧವೆಯರಿಗೆ ರಕ್ಷಣೆ ಇಲ್ಲದಿದ್ದು ಅವರಿಗೆ ಈ ಅನುಕೂಲವಿಲ್ಲದಿದ್ದರೆ ಅವರು ಬೀದಿಪಾಲು ಆಗಬಹುದೆಂಬ ಭಯ ಇದ್ದರೆ ಆಗ ಒಪ್ಪಿಕೊಳ್ಳ ಬಹುದು. ಈ ದಿವಸ ಮಂತ್ರಿಗಳ ಕುಟುಂಬದ ಹೆಸರಿನಲ್ಲಿ ವ್ಯವಹಾರ, ಲೇವಾದೇವಿ ಇದ್ದರೆ ಅವರಿಗೇಕೆ ವಿನಾಯಿತಿ ಕೊಡಬೇಕು ? ಸರಕಾರಕ್ಕೆ ಕೊಡಬೇಕಾದ ವರಮಾನ ತೆರಿಗೆ ಮುಂತಾದು ವನ್ನು ತಪ್ಪಿಸಿಕೊಳ್ಳಲು ಹೆಂಡತಿ ಹೆಸರಿನಲ್ಲಿ ವ್ಯವಹಾರ ಮಾಡುತ್ತಿರುವವರಿಗೇಕೆ ರಕ್ಷಣೆ ಕೊಡು ವುದು ? ಇದರಿಂದ ಸರಕಾರದ ಉದ್ದೇಶ ಸಫಲವಾಗುವುದಿಲ್ಲ. 1938ನೆಯ ಇಸವಿ ಮತ್ತು 1965 ಇಸವಿಗೆ ಹೋಲಿಸಿದರೆ ಕಾಲ ಬದಲಾವಣೆಯಾಗಿದೆ. ಅದಕ್ಕೆ ನಾನು ಇದು ಸರಿಯಲ್ಲವೆಂದು ಬಹಳ ವಿನಯದಿಂದ ಹೇಳುತ್ತೇನೆ.

ಇನ್ನು ಪರ್ಸನಲ್ ಪ್ರಾಪರ್ಟಿ ಎಂದು ಪರಿಗಣಿಸುವುದು ಗೆ ತ್ತಾಗುವುದಿಲ್ಲ. ಮನೆಯಲ್ಲಿ ಫರ್ನೀಚರ್ ಇದ್ದರೆ, ಒಡವೆವಸ್ತುಗಳಿದ್ದರೆ ಅದರ ಲೆಕ್ಕಾಚಾರವಿಲ್ಲ, ಮಾನ್ಯ ಮಂತ್ರಿಗಳು ಬಹಳ ಕಾಲ ನ್ಯಾಯವಾದಿಗಳಾಗಿದ್ದರು, ಅವರು ನಾನು ಹೇಳುವುದನ್ನು ಬಹಳ ಕೂಲಂಕಷವಾಗಿ ಯೋಚನೆ ಮಾಡಬೇಕು. ರೈತರು ಸಾಲ ಮಾಡಿ ಕಿರುಕುಳಕ್ಕೊಳಗಾಗಿ ವ್ಯಥೆಪಟ್ಟಿರುವುದು ಅವರಿಗೆ ಗೊತ್ತಿದೆ. ಅದಕ್ಕಾಗಿ ಅವರಿಗೆ ಪರಿಹಾರ ನೀಡಲು ಈ ವಿಧೇಯಕ ತಂದಿರುತ್ತಾರೆ. ಅದನ್ನು ನಾನು ಒಪ್ಪುತ್ತೇನೆ. ಆದರೆ ಅದರ ಪೂರ್ಣ ಫಲ ರೈತರಿಗೆ ದೊರೆಯಬೇಕಾದರೆ ಕ್ಲಾಜು 9 ಮತ್ತು ಅದರ ಎಕ್ಸ್‌ಪ್ಲನೇಷನ್ನನ್ನು ಡಿಲೀಟ್ ಮಾಡಬೇಕು. ಸಾಲ ಕೊಡುವವರು ಹೆಂಗಸರು ಅಥವಾ ಗಂಡಸರು ಎಂದು ಭೇದಮಾಡುವುದು ಬೇಡ. ಎಷ್ಟು ಅಧಿಕಾರಿಗಳ ಕುಟುಂಬದವರು ಅಂದರೆ ಹೆಣ್ಣುಮಕ್ಕಳು ಸಾಲ ವಸೂಲು ಮಾಡಲು ದಾವಾ ಹಾಕಿ ಡಿಕ್ರಿ ಪಡೆದಿದ್ದಾರೆಂದು ತಿಳಿಸಲು ನಾಳೆ ಅಥವಾ ನಾಡಿದ್ದು 500-600 ಜನರ ಪಟ್ಟಿಯನ್ನು ಬೇಕಾದರೆ ಕೊಡಬಲ್ಲೆ. ಹಾಗೆ ಅಧಿಕಾರಿಗಳ ಕುಟುಂಬದವರು ವ್ಯವಹಾರ ಮಾಡುತ್ತಿದ್ದಾರೆ. ರಾಜ್ಯಾಂಗದ ಪ್ರಕಾರ ಗಂಡಸರಿಗಿರುವ ಸ್ಥಾನಮಾನ ಹೆಂಗಸರಿಗೂ ಇದೆ. ಹಿಂದಿನ ಕಾಲದಲ್ಲಿ ಒಬ್ಬ ಹೆಣ್ಣುಮಗಳು ರೆಪ್ರಸೆಂಟೇಟಿವ್ ಅಸೆಂಬ್ಲಿಗೆ ಅಥವಾ ಲೆಜಿಸ್ಲೇಟಿವ್ ಕೌನ್ಸಿಲ್ಲಿಗೆ ಬರಬೇಕಾದರೆ ಬಹಳ ಕಷ್ಟವಿತ್ತು. ಈ ದಿವಸ ಮಹಿಳಾ ಮಂತ್ರಿಗಳಿದ್ದಾರೆ, ಅಧ್ಯಕ್ಷರು, ಉಪಾಧ್ಯಕ್ಷರು, ಅಂಬ್ಯಾಸಿಡರ್, ಹೈಕಮಿಷನರ್ ಮುಂತಾದ ಹುದ್ದೆಗಳಲ್ಲಿ ಮಹಿಳೆಯರಿದ್ದಾರೆ. ಹಾಗಿರುವಾಗ ಈ ಒಂದು ಕಾನೂನಿನಲ್ಲಿ ರೈತರನ್ನು ಸಾಲಗಾರರ ಹಿಡಿತದಿಂದ ಬಿಡಿಸುವಾಗ ಹೆಣ್ಣುಮಕ್ಕಳಿಗೆ ವಿನಾಯಿತಿ ಕೊಡುವುದು ಸರಿಯಲ್ಲ. ಮಾನ್ಯ ಮಂತ್ರಿಗಳು ರೈತರ ಮನೆಯಿಂದ ಬಂದಿರುವವರು, ರೈತರ ಕಷ್ಟ ತಿಳಿದಿರುವವರು. ಆದುದರಿಂದ ಈ ತಿದ್ದುಪಡಿಯನ್ನು ಅವರು ಒಪ್ಪಿಕೊಳ್ಳಬೇಕು ಎಂದು ವಿನಂತಿಮಾಡುತ್ತೇನೆ.

†ಶ್ರೀ ಕೆ. ಎಸ್. ಸೂರ್ಯನಾರಾಯಣರಾವ್ (ಮೈಸೂರು).—ಸೆಲೆಕ್ಟ್ ಕಮಿಟಿಯಲ್ಲಿ ಶ್ರೀಯುತರುಗಳಾದ ಪುಟ್ಟಸ್ವಾಮಿಯವರು, ನಿಜಲಿಂಗಪ್ಪನವರು, ರಾಮರಾಯರು ಇದ್ದರು. ಅವರುಗಳೆಲ್ಲಾ ಲಾಯರುಗಳು. ಅವರಿಗೆ ಎಲ್ಲ ವಿಚಾರವೂ ಕೂಡ ಗೊತ್ತಿದೆ. ಯಾವ ಕಾರಣದಿಂದ ಸಮಿತಿಯಲ್ಲಿ ಅವರು ತಿದ್ದುಪಡಿ ಮಾಡದೆ ಬಿಟ್ಟರೋ ಗೊತ್ತಿಲ್ಲ. ಈ ರಿಪೋರ್ಟಿನಲ್ಲಿ ಒಂಬತ್ತನೆಯ ಕ್ಲಾಜ್ ಸೇರಿಸಬೇಕು ಎಂದು ಹೇಳಿದ್ದಾರೆ. ಅದರಲ್ಲಿ ವಿವರಣೆಯನ್ನು ಸೇರಿಸಬೇಕು ಎಂಬುದನ್ನು ಒಪ್ಪಿಕೊಂಡರೇ ಎನ್ನುವುದು ನನಗೆ ಅರ್ಥವಾಗುವುದಿಲ್ಲ. ಇದರಲ್ಲಿ ಒಂದು ಆನೆಯನ್ನು ನುಗ್ಗಿಸುವುದಕ್ಕೆ ಸಹ ಬರುತ್ತದೆ. ಒಂದು ಸಣ್ಣ ಇರುವ ಇರಲಿ, ಒಂದು ದೊಡ್ಡ ಆನೆಯನ್ನು ನುಗ್ಗಿಸುವುದಕ್ಕೆ ಸಾಧ್ಯವಾಗುವಂಥದ್ದಾಗಿದೆ. ಅಲ್ಲದೆ ಈ ವಿವರಣೆಯಲ್ಲಿ ಯಾವ ಒಂದು ಲಿಮಿಟೇಷನ್ ಕೂಡ ಹಾಕಿಲ್ಲ.

"For the purposes of this clause—the house in which the creditor—woman lives or any furniture there..........".

ಎಂದು ಹೇಳಿದ್ದೀರಿ. ಕೆಲವರು ಪರ್ಷಿಯನ್ ಕಾರ್ಪೆಟ್ಸ್ ಹಾಕಿಕೊಂಡಿರುತ್ತಾರೆ.

ಶ್ರೀ ಕೆ. ಪುಟ್ಟಸ್ವಾಮಿ.—ಹೆಣ್ಣು ಮಕ್ಕಳು ವ್ಯವಸಾಯಗಾರನಿಗೆ ಸಾಲವನ್ನು ಕೊಟ್ಟಿರಬೇಕು. ಇಂಥವರು ಅವರಿಗೆ ಸಾಲ ಕೊಡುವುದಿಲ್ಲ.

ಶ್ರೀ ಕೆ. ಎಸ್. ಸೂರ್ಯನಾರಾಯಣ ರಾವ್.—ಸ್ವಾಮಿ, ನಾನು ಈ ವಿಷಯವನ್ನು ಲಘುವಾಗಿ ಹೇಳುತ್ತಿಲ್ಲ. ಭೂ ಸುಧಾರಣಾ ಕಾನೂನು ಇದೆ. ಅದರಲ್ಲಿ ವಿಧವೆಗೆ ಸ್ವಲ್ಪ ಅವಕಾಶ ಕೊಡುತ್ತೀರಿ. ಅದನ್ನು ಒಪ್ಪಿಕೊಳ್ಳಬಹುದು. ಸಾಲ ಕೊಟ್ಟಿರುವವರೆಲ್ಲರೂ ಬಹಳ ಅನುಕೂಲಸ್ಥರಿರುತ್ತಾರೆ. ಅಂಥವರಿಗೆ ಪ್ರೊಟೆಕ್ಷನ್ ಕೊಡಬೇಕು, ಕಾನೂನಿನಲ್ಲಿ ವಿನಾಯಿತಿ ಕೊಡಬೇಕು ಎಂದರೆ ಅದನ್ನು ಒಪ್ಪುವುದಕ್ಕಾಗುವುದಿಲ್ಲ. ಲೇವಾದೇವಿ ಮಾಡುವಂಥ ಜನ, ಗಿರವಿ ಇಟ್ಟುಕೊಳ್ಳುವಂಥ ಜನಕ್ಕೆ ಇವರೇನೂ ಕಡಿಮೆ ಇಲ್ಲ. ಅಂಥವರಿಗೆ ಏಕೆ ಪ್ರೊಟೆಕ್ಷನ್ ಕೊಡಬೇಕು ? ನೂರು ರೂಪಾಯಿ ಒಳಗೆ ಇರತಕ್ಕ ಮನೆಯಲ್ಲಿ ವಾಸ ಮಾಡುವವರು ಎಂದು ಹೇಳೋಣ, ಎರಡು ಎಕರೆ ಜಮೀನು ಇಟ್ಟುಕೊಂಡಿರುವವರು ಎಂದು ಹೇಳೋಣ. ಇಲ್ಲದೆ ಹೋದರೆ ಇಷ್ಟು ಹಣ ಕೊಟ್ಟಿರುವವರು ಎಂದು ಒಂದು ಲಿಮಿಟ್ ಹಾಕೋಣ, ಇಷ್ಟು ಹಣದ ವ್ಯವಹಾರ ನಡೆಸುವವರು ಎಂದು ಹೇಳೋಣ. ನಾಲ್ಕು ಸಾವಿರಕ್ಕೆ ಅಥವಾ ಆರು ಸಾವಿರಕ್ಕೆ ಮೀರಿಲ್ಲದ ವ್ಯವಹಾರಕ್ಕೆ ಪ್ರೊಟೆಕ್ಷನ್ ಕೊಡೋಣ ಎಂದು ಹೇಳೋಣ. ಹೆಂಗಸಿನ ಆಸ್ತಿ ಎಲ್ಲ ಸೇರಿದರೆ ಆರು ಸಾವಿರ ರೂಪಾಯಿ ಮಾತ್ರ ಆಗುತ್ತದೆ ಎಂದರೆ ಅಂಥವರಿಗೆ ಪ್ರೊಟೆಕ್ಷನ್ ಕೊಡೋಣ. ಆದರೆ ಬೆಂಗಳೂರಿನಲ್ಲಿ ಮನೆಗಳಿದ್ದು, ನೆಲಮಂಗಲದಲ್ಲಿ ಸಾಲ ಕೊಟ್ಟು ಲೇವಾದೇವಿ ಮಾಡುತ್ತಿದ್ದರೆ ಅಂಥವರಿಗೆ ಪ್ರೊಟೆಕ್ಷನ್ ಏಕೆ? ಎಲ್ಲರೂ ಹಾಗೆ ಮಾಡುತ್ತಾರೆಂದು ನಾವು ಹೇಳುವುದಕ್ಕಾಗುವುದಿಲ್ಲ. ಕೆಲವರು ಗೃಹಿಣಿಯ ಹೆಸರಿನಲ್ಲಿ ವ್ಯವಹಾರ

(ಶ್ರೀ ಕೆ. ಎಸ್. ಸೂರ್ಯನಾರಾಯಣರಾವ್)

ವನ್ನು ನಡೆಸುತ್ತಾರೆ. ಹೆಂಗಸರು ನಡೆಸತಕ್ಕ ವ್ಯವಹಾರಕ್ಕೆ ವಿನಾಯಿತಿಯನ್ನು ಈ ಕ್ಲಾಜಿನಲ್ಲಿ ಸೂಚಿಸಿದ್ದಾರೆ. ಇದರಿಂದ ವ್ಯವಸಾಯಗಾರನಿಗೆ ಏನೂ ಸಹಾಯವನ್ನು ಮಾಡಿದ ಹಾಗೆ ಆಗುವುದಿಲ್ಲ. ಇದನ್ನು ಬಹಳ ಕೂಲಂಕಷವಾಗಿ ಯೋಚನೆ ಮಾಡಬೇಕು. ಇದು ಮೂಲ ಮಸೂದೆಯಲ್ಲಿ ಕೂಡ ಇರಲಿಲ್ಲ. ಇಂಥದ್ದನ್ನು ಸೆಲೆಕ್ಟ್ ಕಮಿಟಿಯವರು ಹೇಗೆ ಒಪ್ಪಿಕೊಂಡರೋ ಗೊತ್ತಿಲ್ಲ. ಈ ವಿವರಣೆಯನ್ನು ಸೇರಿಸಿರುವುದನ್ನು ಯಾವ ಕಾರಣದಿಂದರೇ ಆಗಲೀ ಒಪ್ಪುವುದಕ್ಕಾಗುವುದಿಲ್ಲ. ಈ ಕಾನೂನಿನಿಂದ ಏನು ಸಾಧನೆ ಮಾಡಬೇಕು ಎಂದು ಹೇಳುತ್ತಿದ್ದೀರಿ ಅದನ್ನು ಈ ವಿವರಣೆ ತೊಡೆದು ಹಾಕುತ್ತದೆ.

ಮತ್ತೆ ಹೆಂಗಸರಿಗೆ ವಿನಾಯಿತಿಯನ್ನು ಕೊಡುವುದು ಸರಿಯೇ ? ಕಾನೂನು ಪ್ರಕಾರ, ನನಗೆ ತಿಳಿದ ಮಟ್ಟಿಗೆ, man includes woman. Everybody—man or woman is equal before law. ಪೂರ್ಣವಾಗಿ ಎಲ್ಲ ಹಕ್ಕುಬಾಧ್ಯತೆಗಳಿಗೂ ಗಂಡಸು ಮತ್ತು ಹೆಂಗಸು ಇಬ್ಬರೂ ಸರಿಸಮಾನಸ್ಥರು ಎಂದು ಹೇಳಿದ ಮೇಲೆ ಹೆಂಗಸರಿಗೆ ಪ್ರೊಟೆಕ್ಷನ್ ಕೊಡುವುದು ಎಂದರೆ ಕಾನೂನಿಗೆ ವಿರೋಧವಾಗುತ್ತದೆ. ಯಾರಾದರೂ ಕೋರ್ಟಿನಲ್ಲಿ ಚಾಲೆಂಜ್ ಮಾಡುವುದಾದರೆ ಕೋರ್ಟಿನವರು ಹೇಳಬಹುದು, ವಿಧಾನ ಮಂಡಲದಲ್ಲಿ ಇಷ್ಟೊಂದು ಜನ ಲಾಯರುಗಳಿದ್ದುಕೊಂಡು ಸಾಮಾನ್ಯ ತಿಳುವಳಿಕೆಗೆ ಗೊತ್ತಾಗುವಂಥ ವಿಷಯ ಅವರಿಗೆ ಗೊತ್ತಾಗಲಿಲ್ಲವೇ ಎಂದು ನಮ್ಮನ್ನು ಮೂದಲಿಸಬಹುದು.

> "If it is a fact, let us accept it. There is no prestige. Nothing is lost by upholding a same cause. The very fact that we discuss in the Legislature supports this. As this is an acceptable proposition we shall accept it".

That is the spirit in which we should discuss.

ಆದುದರಿಂದ ಈ ಮನೋಭಾವದಲ್ಲಿ ತಾವು ಇದನ್ನು ತೆಗೆದುಕೊಂಡು ಯಾವ ಕಾರಣದಿಂದಲೂ ಕಾನೂನಿಗೆ ವಿರೋಧವಾಗಿ ಹೋಗುವಂಥ ಕೆಲಸವನ್ನು ಮಾಡಬಾರದೆಂದು ಹೇಳುತ್ತೇನೆ.

Any liability arising out of a breach of trust............

(*Interruption*)

It is a saving clause. Save as otherwise expressly provided............

Sri G. V. GOWDA.—If a debtor commits breach of trust, such a debtor will not get the advantage.

Mr. DEPUTY SPEAKER.—That is the intention of the framers of the law.

Sri K. S. SURYANARAYANA RAO.—I earnestly plead with the Minister. ಮಾನ್ಯ ಮಂತ್ರಿಗಳು ಇದನ್ನು ಯೋಚನೆ ಮಾಡಬೇಕು. ನಾನು ಅವರಿಗೆ ಹೇಳಿದ ಹಾಗೆ ಇದರಲ್ಲಿ ಯಾವುದೇ ರೀತಿಯ ಪ್ರತಿಷ್ಠೆ ಎನ್ನುವ ದೃಷ್ಟಿಯಿಂದ ತೆಗೆದುಕೊಳ್ಳದೆ ಕಾನೂನಿನಿಂದ ಆಗಬೇಕಾಗಿರತಕ್ಕ ಉಪಯುಕ್ತತೆಯನ್ನು ಯೋಚಿಸಿ ಅದಕ್ಕೆ ಒಪ್ಪಿಗೆ ಕೊಡಬೇಕು ಎಂದು ಹೇಳಿ ನನ್ನ ಭಾಷಣವನ್ನು ಮುಗಿಸುತ್ತೇನೆ.

ಶ್ರೀ ಸಿದ್ದಯ್ಯ ಕಾಶೀಮಠ.—ಸ್ವಾಮಿ, ಹೆಂಗಸರಿಗೆ ಕೊಡಬೇಕೆಂದಿರುವ ಈ ಸವಲತ್ತನ್ನು ಕೊಡಬಾರದೆಂದು ಇವತ್ತು ನಾನು ಹೇಳುತ್ತಿದ್ದೇನೆ. ಗಂಡಸು ಸಾಲವನ್ನು ಕೊಟ್ಟಿರುವ ಹಾಗೆಯೇ ಹೆಂಗಸೂ ಸಾಲವನ್ನು ಕೊಟ್ಟಿರುತ್ತಾಳೆ. ಈ ರೀತಿ ಇರುವಾಗ ಹೆಂಗಸರಿಗೆ ಇಷ್ಟೊಂದು ಸವಲತ್ತನ್ನು ಕೊಟ್ಟರೆ ಅನ್ಯಾಯ ಮಾಡಿದ ಹಾಗೆ ಆಗುತ್ತದೆ. ಅದರ ಸಲುವಾಗಿ ಈಗಾಗಲೇ ಹೇಳಿದ ಹಾಗೆ ವಿಧವೆಯರಿಗೆ ಮಾತ್ರ ಕೆಲವು ಸವಲತ್ತುಗಳನ್ನು ಕೊಡಬಹುದು. ಎಲ್ಲ ಹೆಂಗಸರಿಗೂ ಸವಲತ್ತುಗಳನ್ನು ಕೊಡಬಾರದೆಂದು ನಾನು ಹೇಳುತ್ತೇನೆ.

ಶ್ರೀ ಕೆ. ಪುಟ್ಟಸ್ವಾಮಿ.—ಸ್ವಾಮಿ, ಈ ವಿಚಾರದಲ್ಲಿನ ವಾದ ಬಹಳ ಸ್ವಾರಸ್ಯವಾಗಿತ್ತು. ಸ್ವಲ್ಪಮಟ್ಟಿಗಾದರೂ ಅವರು ಹೇಳುವುದರಲ್ಲಿ ಸತ್ಯಾಂಶವಿದೆ ಎನ್ನುವುದನ್ನು ಒಪ್ಪುತ್ತೇನೆ. ಈ

ವಿಚಾರವನ್ನೆಲ್ಲ ಸಂಯುಕ್ತ ಪರಿಶೀಲನಾ ಸಮಿತಿಯವರು ಸಂಪೂರ್ಣವಾಗಿ ಪರಿಶೀಲನೆ ಮಾಡಿದ್ದಾರೆ, ಹಳ್ಳಿಗಳಲ್ಲಿ ಬಹಳ ಸ್ಥಿತಿವಂತರಾದ ಮಹಿಳೆಯರು ಸಾಲ ಕೊಟ್ಟಿದ್ದು ಅವರಿಗೆ ಅನುಕೂಲವಾಗುತ್ತದೆ. ಅವರಿಗೆ ವಿನಾಯಿತಿ ದೊರೆಯುತ್ತದೆ ಎಂದು ಹೇಳುತ್ತಾರೆ. ಅದು ಇರಬಹುದು. ಸ್ವಲ್ಪಮಟ್ಟಿಗೆ ಅಂಥವರೂ ಇರಬಹುದು. ಆದರೆ ಗ್ರಾಮಾಂತರದಲ್ಲಿ ಮಹಿಳೆಯರು ಇಂಥ ಅನೇಕ ವ್ಯವಹಾರ ಗಳನ್ನು ಮಾಡಿರುತ್ತಾರೆ. ಅವರ ಯಜಮಾನರು ತೀರಿ ಹೋಗಿ, ಮೈನರ್ ಮಕ್ಕಳ ಪರವಾಗಿ ವ್ಯವಹಾರವನ್ನು ನಡೆಸಿರುತ್ತಾರೆ. ಇನ್ನೂ ಅನೇಕ ಸಂದರ್ಭಗಳಲ್ಲಿ ವಿದ್ಯಾವಂತರಾದ ಮಹಿಳೆಯರು ಈ ವ್ಯವಹಾರದಲ್ಲಿ ತೊಡಗಿರುತ್ತಾರೆ. ಅವರು ಅಂಥ ಸ್ಥಿತಿವಂತರಾಗಿರುವುದಿಲ್ಲ. ಕ್ರೆಡಿಟರ್, ಡೆಟರ್, ಎನ್ನುವುದರಲ್ಲಿ ಪಟ್ಟಣಗಳಲ್ಲಿ ಕುಳಿತು ಆಲೋಚನೆ ಮಾಡುವವನಿಗೆ ಕ್ರೆಡಿಟರ್ ಎಂದ ಕೂಡಲೇ ಬರುವಂಥ ಚಿತ್ರಕ್ಕೂ, ಗ್ರಾಮಾಂತರಗಳಲ್ಲಿರುವವರಿಗೆ ಬರುವಂಥ ಚಿತ್ರಕ್ಕೂ ವ್ಯತ್ಯಾಸವಿದೆ. ಅಲ್ಲಿ ಸ್ವಲ್ಪ, ಇಲ್ಲಿ ಸ್ವಲ್ಪ ಹೀಗೆ 20 ಸಾವಿರ ರೂಪಾಯಿಗಳವರೆಗೆ ಸಾಲ ಮಾಡಿರತಕ್ಕ ಸಾಲಗಾರನ ಸ್ಥಿತಿ ಶೋಚನೀಯವಾಗಿದೆ. ಅದನ್ನು ಕೊಟ್ಟಿರತಕ್ಕ ಜನವಾದರೂ ಕೂಡ ಒಂದು ಸಾವಿರ, ಎರಡು ಸಾವಿರ ಹೀಗೆ ಕಷ್ಟಪಟ್ಟು ಆರ್ಜಿಸಿದಂಥ ಹಣವನ್ನು ಕೊಟ್ಟಿರುತ್ತಾರೆ. ಅವರಿಗೆ ಬಹಳ ತೊಂದರೆಯಾಗುತ್ತದೆನ್ನುವ ದೃಷ್ಟಿಯಿಂದ ಈ ಕನ್‌ಸಾಲಿಡೇಷನ್ ಆಫ್ ಅಪ್ಲಿಕೇಷನ್ಸ್ ಬಗ್ಗೆ ಕೂಲಂಕಷವಾಗಿ ಪರಿಶೀಲನೆ ಮಾಡಿ ಈ ವಿನಾಯತಿ ಕೊಡುವುದು ಉತ್ತಮ ವೆಂದು ಶಿಫಾರ್ಸು ಮಾಡಿದ್ದೇವೆ. ಅದಕ್ಕೆ ಒಬ್ಬಿಬ್ಬರು ಆಕ್ಷೇಪಣೆ ಮಾಡಿದಂತಹ ಸದಸ್ಯರೂ ಕೂಡ ಈ ಮೂಲ ಸಬ್‌ಕ್ಲಾಜು (9)ಕ್ಕೆ ಒಪ್ಪುತ್ತಾರೆ. ಆದರೆ ಅದಕ್ಕೆ ಕೊಟ್ಟಿರತಕ್ಕ ವಿವರಣೆ ವಿಚಾರದಲ್ಲಿ ಅದು ಒಂದು ದೊಡ್ಡ ಬಾಗಿಲು. ಅದರಲ್ಲಿ ಆನೆ ಬೇಕಾದರೂ ತೂರಿಹೋಗಬಹುದು. ಆದ್ದರಿಂದ ಈ ವಿಚಾರದಲ್ಲಿ ಆಲೋಚನೆ ಮಾಡಬೇಕಾಗಿದೆ ಎಂದು ಹೇಳಿದರು. ಸಾಮಾನ್ಯವಾಗಿ ಪಟ್ಟಣದಲ್ಲಿ ರುವ ಮಾಲೀಕರು ವ್ಯವಸಾಯಗಾರನ ಮೇಲೆ ಇನ್‌ವೆಸ್ಟ್ ಮಾಡುವಂತಹ ದಡ್ಡರಲ್ಲ. ಗ್ರಾಮಾಂತರ ಪ್ರದೇಶಗಳಲ್ಲಿ ಕೆಲವರ ಹತ್ತಿರವೇನೋ ಹಣ ಇರುತ್ತದೆ. ಅವರು ಬಡ್ಡಿಗೆ ಕೊಟ್ಟಿರುತ್ತಾರೆ. ಆದರೆ ಹಳ್ಳಿಯಲ್ಲಿ ಲಕ್ಷಾಂತರ ರೂಪಾಯಿಗಳ ಬೆಲೆ ಬಾಳತಕ್ಕ ಮನೆಗಳಿರುವುದಿಲ್ಲ. ಒಳ್ಳೆಯ ಸ್ಥಿತಿವಂತರೂ ಸಹ ತಮ್ಮ ಮನೆಗೆ ಸುಮಾರು 20-30 ಸಾವಿರ ರೂಪಾಯಿಗಳನ್ನು ಖರ್ಚು ಮಾಡಿ ಕಟ್ಟುವುದು ಅಪರೂಪ. ಅದಕ್ಕೆ ಅಲ್ಲಿ ಯಾವ ಒಂದು ಮಾರ್ಕೆಟ್ ವ್ಯಾಲ್ಯು ಸಹ ಇರುವುದಿಲ್ಲ. ಅಲ್ಲಿ ಹೋಗಿ ಯಾರು ಮನೆಗಳನ್ನು ಕೊಂಡುಕೊಳ್ಳುತ್ತಾರೆ ?

ಇನ್ನು ಜ್ಯುಯಲರಿಗಳಿಗೆ ವಿನಾಯತಿ ಕೊಡುವ ವಿಚಾರ. ಆಭರಣ ಎಂಬುದು ಒಂದು ದೊಡ್ಡ ಪದ. ಗ್ರಾಮಾಂತರ ಪ್ರದೇಶಗಳಲ್ಲಿರುವವರಿಗೆ ವಜ್ರ, ವೈಢೂರ್ಯಗಳು ಎಲ್ಲಿ ಸಿಕ್ಕೀತು ? ಅಂಥಾದನ್ನು ಅಲ್ಲಿ ಕಂಡುಹಿಡಿಯುವವರು ಇದ್ದಾರೆಯೇ ? ನಮ್ಮಲ್ಲಿ ಮಹಿಳೆಯರು ಮುಖ್ಯವಾದ ಕೆಲವು ಆಭರಣ ಗಳನ್ನು ಉಪಯೋಗಿಸುತ್ತಾರೆ. ಅದು ಮಹಿಳೆಗೆ ಲಕ್ಷಣವಾಗಿರಲಿ ಎಂಬುದೇ ಎಲ್ಲರ ಉದ್ದೇಶ. ಮುತ್ತೈದೆಗೆ ಬೇಕಾದ ಒಡವೆಗಳು ಅಂದರೆ ಬಳೆ, ಓಲೆ, ತಾಳಿ. ಇವನ್ನು ಅವರು ಅನಿವಾರ್ಯವಾಗಿ ಉಪಯೋಗಿಸುತ್ತಾರೆ. ಸಾಲಗಾರರಿಗೆ ವಿನಾಯತಿ ಕೊಡುವ ವಿಷಯದಲ್ಲ ಮತ್ತು ಅವರಿಗೆ ಪರಿಹಾರ ಕೊಡುವ ಸಂದರ್ಭದಲ್ಲಿ ಬೇರೊಂದು ವರ್ಗದವರಿಗೆ ತೀವ್ರ ತೊಂದರೆ ಮಾಡುವುದರಿಂದ ಖಂಡಿತವಾಗಿ ಒಳ್ಳೆಯದಾಗುವುದಿಲ್ಲವೆಂಬ ದೃಷ್ಟಿಯಿಂದ ಸಮಿತಿಯವರು ಈ ರೀತಿ ಶಿಫಾರ್ಸು ಮಾಡಿದ್ದಾರೆ. ಆದ್ದರಿಂದ ನಾನು ಈ ಸಭೆಯಲ್ಲಿ ವಿನಂತಿ ಮಾಡುವುದಿಷ್ಟೆ. ಇದನ್ನು ದಯಮಾಡಿ ಒಪ್ಪಬೇಕು. 8ನೇ ಸಬ್‌ಕ್ಲಾಜಿನಲ್ಲಿ ಬ್ರೀಚ್ ಆಫ್ ಟ್ರಸ್ಟ್ ಉದ್ಭವವಾಗುವುದರಿಂದ ಯಾರು ನಂಬಿಕೆದ್ರೋಹ ಮಾಡಿ ಧರ್ಮದರ್ಶಿತ್ವಕ್ಕೆ ಲೋಪ ತಂದಿದ್ದಾರೋ ಅಂತಹವರಿಗೆ ವಿನಾಯತಿ ಕೊಡುವುದನ್ನು ಈ ಸಭೆ ಒಪ್ಪುವುದಿಲ್ಲವೆಂದು ನಾನು ಭಾವಿಸುತ್ತೇನೆ. ನಾವೂ ಸಹ ಒಪ್ಪುವುದಿಲ್ಲ. ಆದ್ದರಿಂದ ಸಬ್ ಕ್ಲಾಜ್ (3)ನ್ನು ಈ ಮಾನ್ಯ ಸಭೆ ಒಪ್ಪಿಕೊಳ್ಳಬೇಕೆಂದು ನಾನು ವಿನಂತಿ ಮಾಡಿಕೊಳ್ಳುತ್ತೇನೆ.

Mr. DEPUTY SPEAKER.—What does the Hon'ble Member propose to do with his amendment ?

Sri H. R. KESHAVA MURTHY.—I press it.

Mr. DEPUTY SPEAKER.—The question is :

"That in clause 3, at page 14, the Explanation shall be deleted".

(MR. DEPUTY SPEAKER)

Those who are for may say "Aye". Those who are against may say "No". I think. The "Noes" have it, the "Noes" have it; the amendment is lost.

Sri H. R. KESHAVA MURTHY.—Sir, you said the 'Ayes' have it; it means, the amendment is carried.

Mr. DEPUTY SPEAKER.—No; I said: the Noes have it; the amendment is lost.

Sri H. R. KESHAVA MURTHY.—No, Sir.

[MR. SPEAKER in the Chair].

Mr. SPEAKER.—What is all this confusion.

Sri H. R. KESHAVA MURTHY.—The amendment is carried, Sir, because it was said that the "Ayes" have it.

Mr. SPEAKER.—The ruling is given. Any way I will put it again to the House.

The question is:

"That in clause 3, at page 14, the "Explanation" shall be deleted".

I think "Noes" have it, the "Noes" have it and the amendment is lost.

The amendment was negatived.

Sri H. R. KESHAVA MURTHY.—On a point of order, Sir.

Mr. SPEAKER.—Does not the Hon'ble Member know that he cannot rise when the Speaker is on his legs?

Now, I put the other amendment of Sri Anna Rao Ganamukhi.

The question is:

"That in clause 3 at page 14 item (viii), (ix) and the Explanation thereto shall be deleted".

The amendment was negatived

Mr. SPEAKER.—The question is:

"That clause 3 stand part of the Bill.

The motion was adopted.

Clause 3 was added to the Bill.

Mr. SPEAKER.—Now, clause 4.

Sri H. R. KESHAVA MURTHY.—On a point of order, Sir.

Mr. SPEAKER.—The Hon'ble Member should raise the point of order before I get on my legs. Let me hear him.

Sri H. R. KESHAVA MURTHY.—My point of order is this. When once the question is decided in this House and a verdict is passed, can it be revoked ?

Mr. SPEAKER.—It is a very important point. I will study it and give a ruling later on. (laughter). I want the Hon'ble Member also to study it and help me. I will give him all the relevant books.

CLAUSE 4.

Sri SIDDIAH KASIMATH.—I beg to move :

"That at page 14, in sub-clause (1), line 3, for the words 'three months' the words 'ninety days' shall be substituted".

Mr. SPEAKER.—Amendment moved :

"That at page 14, in sub-clause (1), line 3, for the words 'three months' the words ' ninety days' shall be substituted".

Sri ANNA RAO GANAMUKHI.—I beg to move :

"That at page 14, in sub-clause (1), after item (b) the following items, shall be added as item (c) ' (c) for any liability or debt for the recovery of which the remedy is barred ".

Mr. SPEAKER.—Amendment moved :

"That at page 14, in sub-clause (1) after item (b) the following items, shall be added as item (c) '(c) for any liability or debt for the recovery of which the remedy is barred'."

4.00 P.M.

Sri ANNA RAO GANAMUKHI.—.—As the Hon'ble Minister has not agreed to accept the definition to this sub-clause, there is no need to say anything about it. I will withdraw it.

Sri SIDDAIAH KASHIMATH.—Sir, my amendment is a very simple one. Instead of saying three months, it would be good if it is said 90 days.

Sri K. S. SURYANARAYANA RAO.—The Hon'ble Minister wants three months. We have no quarrel about it. It may mean 90 or 92 days because in a month there will be 30 days or 31 days. Therefore, to be specific we want you to put it as 90 days.

Sri K. PUTTASWAMY.—I am not accepting it. Anyway it will not be less than 90 days. It may be 92 days or 90 days. Therefore it will be more advantageous to have as 3 months.

Mr. SPEAKER.—I suppose the House gives approval to Sri Anna Rao Ganamukhi to withdraw his amendment.

HON'BLE MEMBERS.—Yes.

The amendment was, by leave of the House, withdrawn.

Mr. SPEAKER.—I put the amendment of Sri Siddaiah Kashimath to the vote of the House. The question is :

"That in clause 4, in sub-clause (1) line 3, for the words "three months" the words "ninety days" shall be substituted."

The amendment was negatived

Mr. SPEAKER.—The question is :

"That clause 4 stand part of the Bill."

The motion was adopted.

Clause 4 was added to the Bill.

Mr. SPEAKER.—The time allotted for this Bill is over. Shall I apply guillotine ?

Sri S. SIVAPPA.—Sir, there are several amendments. I request the Chair to kindly extend the time.

Mr. SPEAKER.—Does the House agree to extend the time by one hour ?

HON'BLE MEMBERS.—Yes.

Mr. SPEAKER.—The time is extended by one hour more.

CLAUSE 5

Sri SIDDAIAH KASHIMATH.—I move :

"That in clause 5, sub-clause (1) items (*a*) and (*b*) line 2, for the words 'within two months' the words 'within sixty days' shall be substituted."

Mr. SPEAKER.—Amendment moved :

"That in clause 5, sub-clause (1) items (*a*) and (*b*) line 2, for the words 'within two months' the words 'within sixty days' shall be substituted."

Sri K. PUTTASWAMY.—I am not accepting it.

Mr. SPEAKER.—The question is :

"That in clause 5, sub-clause (1) items (*a*) and (*b*) line 2, for the words 'within two months' the words 'within sixty days' shall be substituted."

The amendment was negatived.

Mr. SPEAKER.—The question is :

"That clause 5 stand part of the Bill."

The motion was adopted.

Clause 5 was added to the Bill.

CLAUSES 6 AND 7.

Mr. SPEAKER.—The question is :

"That clauses 6 and 7 stand part of the Bill."

The motion was adopted.

Clauses 6 and 7 were added to the Bill.

CLAUSE 8.

Sri ANNA RAO GANAMUKHI.—I beg to move :

"That in clause 8, in sub-clause (3) line 6 between the words "in the interest of the debtor" and "record such settlement" the words "and that the debtor is a person who fulfils the conditions referred to in clauses (*a*) and (*b*) of sub-section (1) of section 17" shall be inserted. And "That at page 17 in Sub-clauses 4, line 6, after the words of Such Settlement" the words "having due regard to the Provisions of Section 21 shall be added."

Mr. SPEAKER.—Amendment moved :

"That in clause 8, in sub-clause (3) line 6 between the words "in the interest of the debtor" and "record such settlement" the words "and that the debtor is a person who fulfils the conditions referred to in clauses (*a*) and (*b*) of sub-section (1) of section 17" shall be inserted. And "That at page 17, in Sub-clause 4 line 6, after the words of such Settlement", the words having regard to the provisions of Section 21", shall be added."

Sri ANNA RAO GANAMUKHI.—Sir, under clause 4, whatever application is made to the court, preliminary issues will be framed according to clause 17. Unless preliminary issues are framed and disposed of by the court, no court can take cognisance of the settlement of the debt made under clause 4. Then the other clause dealing with that section is clause 8 where any suit or appeal or application or any proceedings transferred to the court, then the court shall proceed as if both appeals on applications and suits are made under clause 4. In that case the preliminary issues have to be framed and disposed of by the settlement court. Supposing the settlement court finds that the debtor is not a debtor who comes within the definition of a "debtor" made under this Act or his debt exceeds Rs. 20,000, then such an appeal or suit will again be retransferred to the court where it was pending. Again in clause 19 also the court after giving a finding on preliminary issues will proceed to take accounts. Unless it gives a finding on preliminary issues it cannot proceed with the case and cannot take any accounts between the debtor and the creditor. Then in clause 23 when an oral application not under clause 4 or 8, is made and a declaration can be

(SRI ANNA RAO GANAMUKHI)

given that sale is mortgage and if the court declares that a sale is a mortgage, then after that decision as an application under clause 4 and the court will give decision whether he is a debtor and his debt exceeds Rs. 20,000. In the Hyderabad Act this finds a place. There he must fulfil the condition that the debtor and creditor will arrive at a settlement between themselves and then the debtor should fulfil the conditions laid down in clauses (*a*) and (*b*) of clause 17. Then alone such settlement can be certified by the court. Unless the court finds that he is a debtor and that his debt does not exceed Rs. 20,000, it cannot certify the same. Here, I should say that this order regarding settlement and certifying the same has been made appealable under this Bill. When that is so, the debtor should fulfil the conditions laid down in sub-clauses (*a*) and (*b*) of clause 17. When the court makes a declaration that there are no debts, it should make an award. While making an award, is it not necessary for the court to take into consideration the accounts and find out whether debt pertains to the years referred to in section 21. In what way the debt must be reduced and relief given—this also has not been mentioned. Unless the court takes into account section 21. the exact relief which this Act envisages cannot be given. Both my amendments are found in the Hyderabad Act; they are also found in the Bombay Act of 1956. Should we not take advantage of them?

Sri G. V. GOWDA.—I oppose the amendment. The question of framing preliminary issues arises only on an application made under clause 4 but for a person to make an application under clause 4 he must be a debtor. So, the question of framing preliminary issues does not arise.

Sri K. S. SURYANARAYANA RAO.—Sir, what I have understood of Sri Anna Rao's amendment is this—An application for recording a settlement under section 8 must necessarily take into account section 17 and later on section 21. What he says is that, while recording a settlement, the court will have to first look into the preliminaries such as whether they have signed, attested, etc. These matters are not explicit.

Sri K. PUTTASWAMY.—The word 'debtor' is fully defined. Any person not coming under that definition is not entitled to file an application under section 8. Therefore, this amendment becomes unnecessary.

Sri K. SURYANARAYANA RAO.—What is the purpose of section 17?

Sri K. PUTTASWAMY.—No preliminary issues need be raised here. Any person not coming within the definition of 'debtor' cannot come to this court.

Regarding the second amendment, if sub-clause (3) is read, matters become very clear. If the court is satisfied that the settlement arrived at is *bona fide* and voluntary and is not made with intent to defeat or

delay any of the creditors of the debtor and is in the interest of the debtor, then only a settlement can be recorded. It gives much wider scope to the court than what is contained in sections 17 and 21. Therefore, the second amendment also becomes unnecessary. No doubt they are found in the Hyderabad Act, but they are only amplification of the provision contained here. Such amplification is unnecessary.

MR. SPEAKER.—The question is:

"That at page 16, in sub-clause (3), line 6, between the words 'in the interest of the debtor', and 'record such settlement' the words 'and that the debtor is a person who fulfils the conditions referred to in clauses (*a*) and (*b*) of sub-section (1) of section 17' shall be inserted."

The amendment was negatived.

MR. SPEAKER.—The question is:

"That at page 17, in sub-clause (4), line 6, after the words 'of such settlement' the words 'having due regard to the provisions of section 21' shall be added."

The amendment was negatived.

MR. SPEAKER.—The question is:

"That clause 8 stands part of the Bill"

The motion was adopted.

Clause 8 was added to the Bill.

CLAUSES 9 AND 10

MR. SPEAKER.—The question is:

"That clauses 9 and 10 stand part of the Bill."

The motion was adopted.

Clauses 9 and 10 were added to the Bill.

CLAUSE 11.

MR. SPEAKER.—The first amendment is in the name of Sri H. R. Keshavamurthy. As regards the amendment of Sri Siddaiah Kashimath, the error in the clause is patent because in the same clause the amount has been shown as "twenty thousand" in words. So the figures "Rs. 15,000" in the heading will stand corrected to "Rs. 20,000" and so his amendment becomes unnecessary. Of course, he will have the full credit for it.

Sri H. R. KESHAVA MURTHY.—I beg to move:

"That at page 17, in the heading of the clause, line 2, for the lettres and figures 'Rs. 15,000' the letters and figures and words 'Rs. 20,000 in the case of individuals and Rs. 25,000 in the case of an undivided Hindu Family.' shall be substituted."

"Also, that at page 17, line 6, after the words 'twenty thousand rupees' the words and figures 'in the case of an individual and Rs. 25,000 in the case of a joint Hindu Family' shall be added."

Mr. SPEAKER.—Amendment moved:

"That (1) at page 17, in the heading of the clause, line 2, for the letters and figures 'Rs. 15,000' the letters and figures and words 'Rs. 20,000 in the case of individuals and Rs. 25,000 in the case of an undivided Hindu Family.' shall be substituted."

"That also, (2) at page 17, line 6, after the words 'twenty thousand rupees' the words and figures 'in the case of an individual and Rs. 25, 000 in the case of a Joint Hindu Family' shall be added."

Mr. SPEAKER.—The Hon'ble member Sri H. D. Deve Gowda is absent to move his amendment and so it falls through.

† Sri H. R. KESHAVA MURTHY.—Sir, this is a very important amendment. I want to bring to the notice of the Hon'ble Minister that in the Select Committee they have agreed for the limit of Rs. 25,000. In the definition in clause 2, they have clearly defined joint Hindu family and an individual and, in the case of a joint Hindu family the limit of income is fixed at Rs. 10,000 while in the case of an individual it is fixed at Rs. 5,000. There are clear, definite and different definitions for individual and joint Hindu undivided families and so it is not fair to prescribe the same limit for both individuals as well as joint Hindu undivided families. If the same limit were to be prescribed, I do not understand why there was necessity to frame different definitions. Moreover, even regarding the income in a joint Hindu family it is just double the individual's income. The limit prescribed by the Select Committee for an individual is Rs. 20,000. So in a joint Hindu undivided family naturally it must be a higher limit. Even the Minister also agrees with my argument. I feel that at least Rs. 25,000 must be prescribed as the maximum limit for joint Hindu families and I hope the Minister will accept this amendment.

† Sri ANNARAO GANAMUKHI.—Sir, there is substance in amendment of Sri Keshava Murthy. It is not desirable to treate an individual and a joint Hindu family also on the same footing. A joint Hindu family is bound to have more debts in comparison with an indivi-

dual debtor. Is it not necessary to have some difference between an individual debtor and a joint Hindu family comprising a number of people? The Manager of a joint Hindu undivided family is bound to take more loans from creditors in order to meet the needs of the joint family. If the needs of a joint family and the needs of an individual debtor are on a par with each other, then I think there is no argument for it, but here, there is clearly a case of treating a joint Hindu family on a separate footing and not to put both on the same footing. The needs of the joint Hindu family should be taken into account and the limit should be raised from Rs. 20,000 to Rs. 25,000. There is a lot of reasonableness in this amendment and I hope the Hon'ble Minister will accept this amendment.

†ಶ್ರೀ ಸಿ. ಜೆ. ಮುಕ್ಕಣ್ಣಪ್ಪ.—ಸ್ವಾಮಿ, ಇಂಡಿವಿಜುಯಲ್‌ಗಾಗಿ 20 ಸಾವಿರ ಎಂದು ತಾವು ಒಪ್ಪಿಕೊಂಡಿರುವುದು ಸಾಧುವಾದುದು. ಆದರೆ ಅವಿಭಕ್ತ ಕುಟುಂಬದವರಿಗೆ ಲಿಮಿಟ್ ಮಾಡುವಾಗ ತಾವು ಸ್ವಲ್ಪ ಯೋಚನೆ ಮಾಡಬೇಕು ಎಂದು ನಾನು ಹೇಳುತ್ತೇನೆ. ನಮ್ಮಲ್ಲಿ ಒಂದು ಮನೆಯಲ್ಲಿ ಮೂರು ನಾಲ್ಕು ಜನ ಅಣ್ಣ ತಮ್ಮಂದಿರು ಎಂದು ಇದ್ದರೆ, ಅವರಿಗೆ ಕೊಡುವ ಸಾಲದ ಪ್ರಮಾಣವನ್ನು ಸ್ವಲ್ಪ ಹೆಚ್ಚಾಗಿ ಇಟ್ಟು ಸಹಾಯ ಮಾಡಿದರೆ ಅನುಕೂಲವಾಗುತ್ತದೆ. ಆದುದರಿಂದ ತಾವು ದಯವಿಟ್ಟು ಮಾನ್ಯ ಸದಸ್ಯರಾದ ಶ್ರೀಮಾನ್ ಕೇಶವ ಮೂರ್ತಿಯವರ ತಿದ್ದುಪಡಿಯನ್ನು ಒಪ್ಪಿಕೊಳ್ಳಬೇಕೆಂದು ನಾನು ಸಲಹೆ ಮಾಡುತ್ತೇನೆ. ಅಲ್ಲದೆ ಇದರಲ್ಲಿ ಒಂದು ಕ್ರಾನಿಕ್ ಡಿಸೀಸ್ ಏನು ಎಂದರೆ, ಅಗ್ರಿಕಲ್ಚರಿಸ್ಟ್ಸ್ ಆಗಿರುವವರು ಸುಮಾರು ಹತ್ತು ಹದಿನೈದು ವರ್ಷಗಳಿಂದಲೂ ಮಾಡಿದ ಆಧಾರ, ಭೋಗ್ಯ ವಗ್ಯೈರೆಗಳೆಲ್ಲಾ ಹಾಗೆ ಇನ್ನೂ ಮುಂದುವರಿಯುತ್ತಲ್ಲೇ ಬರುತ್ತಿವೆ. ಅದರಂತೆ ಮೈಸಾಲ ಪತ್ರಗಳೂ ಕೂಡ ಮುಂದುವರಿಯುತ್ತಾ ಬರುತ್ತಿವೆ. ಆದುದರಿಂದ ಬೇರೆ ರಾಜ್ಯಗಳಲ್ಲಿರುವಂತೆ ಇಲ್ಲಿನ ಕಾನೂನನ್ನೂ ತಾವು ಸಮನ್ವಯ ಮಾಡುವಾಗ ಇಂತಹ ಜನಗಳಿಗೂ ಸ್ವಲ್ಪ ರಿಲೀಫ್ ಸಿಕ್ಕಲಿ ಎಂಬ ಉದ್ದೇಶದಿಂದ ನಾನು ಸರಕಾರದವರಲ್ಲಿ ಶ್ರೀಮಾನ್ ಕೇಶವ ಮೂರ್ತಿಗಳು ಇಲ್ಲಿ ತಂದಿರುವ ತಿದ್ದುಪಡಿಯನ್ನು ಒಪ್ಪಿಕೊಳ್ಳಬೇಕೆಂದು ಪ್ರಾರ್ಥನೆ ಮಾಡಿಕೊಳ್ಳುತ್ತೇನೆ.

4-30 P.M.

† ಶ್ರೀ ಕೆ. ಎಸ್. ಸೂರ್ಯನಾರಾಯಣರಾವ್.—ಸ್ವಾಮಿ, ಈ ತಿದ್ದುಪಡಿಯನ್ನು ತಂದಿರುವುದರಲ್ಲಿ ಸ್ವಲ್ಪ ಅರ್ಥವಿದೆ. ನಾವು ಹಿಂದೆ ಇದೇ ಸಭೆಯಲ್ಲಿ ಪಾಸ್ ಮಾಡಿದ ಭೂಸುಧಾರಣಾ ಶಾಸನದಲ್ಲೂ ಈ ವಿಚಾರದಲ್ಲಿ ಒಂದು ವ್ಯತ್ಯಾಸವನ್ನು ಅಳವಡಿಸಿದ್ದೇವೆ. ಅಲ್ಲಿ ಸಿಂಗಲ್ ಫ್ಯಾಮಿಲಿಯನ್ನೂ ಮತ್ತು ಅವಿಭಕ್ತ ಕುಟುಂಬವನ್ನೂ ಒಂದೇ ಸ್ಕೇಲಿನಲ್ಲಿಟ್ಟಿಲ್ಲ. ಎರಡಕ್ಕೂ ವ್ಯತ್ಯಾಸವನ್ನು ಅಳವಡಿಸಲಾಗಿದೆ. ಕಾರಣ ಅವಿಭಕ್ತ ಕುಟುಂಬದಲ್ಲಿ ಮಕ್ಕಳು ಮರಿ ಜಾಸ್ತಿ ಇರುತ್ತಾರೆ. ಇನ್ ಕಂಟ್ಯಾಕ್ಸ್ ಆಕ್ಟಿನಲ್ಲೂ ಇಂಥ ಒಂದು ವ್ಯತ್ಯಾಸವನ್ನು ಮಾಡಲಾಗಿದೆ. ಅವಿಭಕ್ತ ಕುಟುಂಬ ಎಂಬುದು ನಮ್ಮ ಹಿಂದೂ ಸಮಾಜಕ್ಕೆ ಬಹು ಹಿಂದಿನಿಂದಲೂ ಹೊಂದಿಕೊಂಡು ಬಂದಿದೆ. ಒಂದು ಅವಿಭಕ್ತ ಕುಟುಂಬ ವಿಭಕ್ತವಾದರೆ ಅದರಲ್ಲಿರತಕ್ಕ ನಾಲ್ಕಾರು ವ್ಯಕ್ತಿಗಳಿಗೆ 20 ಸಾವಿರದವರೆಗೆ ಸಾಲ ಇಟ್ಟುಕೊಳ್ಳುವುದಕ್ಕೆ ಅವಕಾಶವಿದೆ. ಆದರೆ ಅದಕ್ಕೆ ಬದಲಾಗಿ ಆ ಸಂಸಾರವೆಲ್ಲಾ ಒಂದೇ ಆಗಿದ್ದರೆ ಅದರ ಸಾಲ ಪರಿಮಿತಿಯೂ ಅಷ್ಟೇ ಇರಬೇಕೆಂಬುದು ಸರಿಯಲ್ಲ. ನ್ಯಾಯವಾಗಿ, ಇದರ ಪರಿಮಿತಿಯನ್ನು ಒಂದಕ್ಕೆ ಎರಡರಷ್ಟು ಮಾಡಬೇಕೆಂದು ತಿದ್ದುಪಡಿಯ ಸೂಚಕರು ಕೇಳಬೇಕಾಗಿತ್ತು, ಆದರೆ ಅದಕ್ಕೆ ಬದಲಾಗಿ ಕೇವಲ ಇದನ್ನು 25 ಸಾವಿರಕ್ಕೆ ಹೆಚ್ಚಿಸಬೇಕೆಂದು ಕೇಳಿರತಕ್ಕದ್ದು ನ್ಯಾಯವಾಗಿದೆ. ಅದನ್ನು ಒಪ್ಪಿಕೊಳ್ಳಬೇಕೆಂದು ಹೇಳುತ್ತೇನೆ.

ಶ್ರೀ ಕೆ. ಪುಟ್ಟಸ್ವಾಮಿ.—ನಾನು ಈ ತಿದ್ದುಪಡಿಯನ್ನು ಒಪ್ಪಿಕೊಳ್ಳುವುದಕ್ಕಾಗುವುದಿಲ್ಲ. ಮೂಲ ಮಸೂದೆಯಲ್ಲಿ 10 ಸಾವಿರ ಎಂದಿತ್ತು. ಅದನ್ನು ಈಗಾಗಲೇ 20 ಸಾವಿರಕ್ಕೇರಿಸಲಾಗಿದೆ ಆದರೆ ಶ್ರೀಮಾನ್ ಸಿ. ಜೆ. ಮುಕ್ಕಣ್ಣಪ್ಪನವರಂಥವರಿಗೆ ಜಾಯಿಂಟ್ ಫ್ಯಾಮಿಲಿ ಇರುವುದಕ್ಕೆ ಸಾಧ್ಯವಿಲ್ಲ.........

ಶ್ರೀ ಸಿ. ಜೆ. ಮುಕ್ಕಣ್ಣಪ್ಪ.—ನನಗೇಕೆ ಜಾಯಿಂಟ್ ಫ್ಯಾಮಿಲಿ ಇರಬಾರದು ?

Sri K. PUTTASWAMY.—With a daughter, it cannot be a joint family.

Mr. SPEAKER.—He may adopt a boy;

Sri K. PUTTASWAMY.—When he adopts a boy, it becomes a joint family.

Mr. SPEAKER.—The question is:

"That at page 17, in the heading of the clause, line 2, for the letters and figures Rs. 15,000, the letters and figures and words Rs. 20,000 in the case of individuals and Rs. 25,000 in the case of an undivided Hindu family, shall be substituted".

The amendment was negatived.

Mr. SPEAKER.—The question is:

"That at page 17, line 6, after the words" Twenty thousand rupees" the words and figures " in the case of an individual and Rs. 25,000 in the case of a joint Hindu family, shall be added."

The amendment was negatived.

Mr. SPEAKER.—Now I will put the main clause. The question is:

" That clause 11 stands part of the Bill".

The motion was adopted.

Clause 11 was added to the Bill.

CLAUSES 12 AND 13.

Mr. SPEAKER.—The question is:

"That clauses 12 and 13 stand part of the Bill."

The motion was adopted.

Clauses 12 and 13 were added to the Bill.

CLAUSE 14

Sri H. R. KESHAVA MURTHY.—Sir, I beg to move:

"That at page 18, in the proviso, line 4, after the word 'statement', the words 'by another month' shall be added".

Mr. SPEAKER.—Amendment moved:

"That at page 18, in the proviso, line 4, after the word 'statement', the words 'by another month' shall be added".

Sri SIDDAIAH KASHIMATH.—Sir, I beg to move:

"That at page 18, in item (b) lines 2 and 3, for the words 'within one month' the words 'within thirty days' shall be substituted."

Mr. SPEAKER.—Amendment moved :

"That in clause 14, at page 18, in item (b) lines 2 and 3, for the words' 'within one month' the words 'within thirty days' shall be substituted".

Sri H. R. KESHAVA MURTHY.—Sir, it is a simple amendment. Under Clause 14, the Court publishes a joint notice requiring the debtor and the creditor to submit a statement within one month. In the proviso, it is not so definite. The Court can extend the time indefinitely, as the period of month is not specified in the proviso. That is why I have suggested in my amendment that the period should be 30 days.

Sri K. PUTTASWAMY.—But, judicial discretion is there.

Sri H. R. KESHAVA MURTHY.—The party will be bound to furnish all the information. I request the Hon'ble Minister to accept my amendment.

Sri K. PUTTASWAMY.—Sir, I am not accepting these amendments. If I accept the amendment of Sri Keshava Murthy, it is going to seriously restrict the jurisdiction of the Court.

Regarding the amendment of Sri Siddaiah Kashimath, my arguments for the previous amendments hold good.

Mr. SPEAKER.—Do the Hon'ble Members, Sriyuths Keshava Murthy and Siddaiah Kashimath press their amendments ?

Sri H. R. KESHAVA MURTHY.—I beg leave of the House to withdraw my amendment.

Mr. SPEAKER.—I suppose the House grants leave to the member to withdraw his amendment.

HON'BLE MEMBERS.—Yes.

The amendment was, by leave of the House, withdrawn.

Sri SIDDAIAH KASHIMATH.—I beg leave of the House to withdraw my amendment.

Mr. SPEAKER.—I suppose the house grants leave to the member of to withdraw his amendment.

HON'BLE MEMBERS.—Yes.

The amendment was, by leave of the House, withdrawn.

Mr. SPEAKER.—The question is:

"That clause 14 stand part of the Bill."

The motion was adopted.

Clause 14 was added to the Bill.

CLAUSE 15

Sri ANNA RAO GANAMUKHI.—Sir, I beg to move :

" That in Clause 15, at page 18, in sub-clause (1), last line, for the word 'be' the word 'stand' shall be substituted and the following words shall be added at the end :

"provided the conditions laid down in section 17 are fulfilled.'

Mr. SPEAKER.—Amendment moved :

" That in clause 15, at page 18, in sub-clause (1), last line, for the word 'be' the word 'stand' shall be substituted and the following words shall be added at the end :

" provided the conditions laid down in section 17 are fulfilled."

Sri H. R. KESHAVA MURTHY.—Sir, I beg to move :

"That in Clause 15 at page 18, sub-clause (2) shall be deleted".

Mr. SPEAKER—Amendment moved :

" That in clause 15, at page 18, sub-clause (2), shall be deleted."

†Sri ANNA RAO GANAMUKHI.—Sir, my object in moving this amendment is that the last sentence in sub-clause (1) does not read well. It is not in consonance with the spirit of the clause. By operation of law, the debt gets extinguished, when a debtor does not make an application under section 4, or an application has not been made for recording a settlement under section 8 within the period specified in the said section, or when an application has been made but has been withdrawn where a statement is not submitted to the Court by the creditor in compliance of the provisions of section 14. The wording used is, "shall be extinguished." It means that it requires an Act on behalf of the Court. Therefore, I have said that by operation of law if all these omissions are met by the debtor, then the debt should stand extinguished. The Court need not mention anything about those debts, because it automatically stands extinguished by operation of law. Therefore, I have suggested this amendment. I have also stated that the debts which stand extinguished are those which fall under the category of the debts mentioned in various sections of this Bill. If they are debts, which are not from a debtor, which have been mentioned in this Act or whose debts exceed Rs. 20,000 those debts do not get extinguished. So, an exception has to be made with regard to the debts which do not come under the purview of this Act. The Debtor or Creditor under the definition of the Act, can apply for settlement of or adjustment of the debt. Therefore they have to be such of the category which do not fall under the category of this Act. They should not be included in this Act. It should be subject to the conditions to be fulfilled under Section 17 which fall outside the scope of this Act. They should not be extinguished. This is the spirit

with which I have moved this. Therefore, the object of my amendment is that automatically by operation of law it should stand extinguished. The debt should stand extinguished under purview of this Act.

Sri H. R. KESHAVA MURTHY.—The sub-clause 2 of Clause 15 has to be extinguished. It is the duty of the creditor to know of the operation of this Act. When it is his duty to know Rules and Acts framed by the Government, there is no reason why the exemption should be given to the creditor. The sub-clause says that if a debtor makes his creditor to believe that he is not a debtor, nothing in this section shall apply to any debt. Why should he make him believe that he is not a debtor. It is the duty of the Creditors or Debtors to know all the details under this Debt Relief Act. The ignorance of law should not be an execuse. Therefore, it is fair in the interest of this Act, to delete that sub-section (2) of clause 15.

Sri K. S. SURYANARAYANA RAO.—Under Section 8, we asked for certain clarification. Now it is not necessary, because Section 15 deals with it. This is exactly what we meant. Section 15 contmeplates to cover section 8. They said that it is covered under sub-clause (3) and this is giving effect to this type of transaction. Therefore, if clause 8 (3) covers, the amendment moved for clause 15 should be accepted. If the Minister accepts earlier amendments, it was possible that it would have been better done. His intention is not to accept. The amendment moved stands to reason. The Minister should accept the deletion of this clause.

Sri K. PUTTASWAMY.—Sri Anna Rao wants the word 'be' to be deleted and the word 'stand' to be substituted. His argument is that this requires some act of some Court to extinguish the debt. Sir, even if I accept the amendment the matters will not be improved. He says the conditions laid down under Section 17 are fulfilled, but actually it specifies the conditions laid under Section 14. This provision has been in force in Bombay for over 20 years. Therefore, the word 'be' is necessary and the substitution of words "Stand" it is unnecessary.

Regarding the deletion of sub-clause (2), if a debtor by act of omission creates an impression in the mind of the creditor that he is not a debtor for purposes of this Act, this sub-clause will not apply to such cases. It is only the debtor who knows the debts he transacted. It includes unsecured debts also. If the debtor intentionally says that he does not have the unsecured debts, the creditor will suffer. In such cases to safeguard the interest of such creditor this provision becomes necessary. Therefore I cannot accept this amendment also.

Mr. SPEAKER.—Is Sri Anna Rao Ganamukhi pressing for your amendment ?

Sri ANNA RAO GANAMUKHI.—Yes, Sir.

Mr. SPEAKER.—The question is :

" That in clause 15, sub-clause (1) in the last line for the word 'be' the word 'stand' shall be substituted, and the following words shall be added at the end. " provided the conditions laid down in section 17 are fulfilled.''

The amendment was negatived.

Mr. SPEAKER.—The question is :

" That in clause 15, at page 18, sub-clause (2) shall be deleted."

The amendment was negatived.

Mr. SPEAKER.—The question is :

" That clause 15 stand part of the Bill."

The motion was adopted.

Clause 15 was added to the Bill.

Mr. SPEAKER.—There is no amendment to clause 16. I will put it to the vote. The question is :

" That clause 16 stand part of the Bill.''

The motion was adopted.

Clause 16 was added to the Bill.

[MR. DEPUTY SPEAKER in the Chair.]

CLAUSE 17

Mr. DEPUTY SPEAKER.—There is an amendment to this clause Sri Keshava Murthy.

Sri H. R. KESHAVA MURTHY.—I beg to move :

"That at page 19, sub-clause (1), item (*b*), line 2, for the word 'fifteen' the word 'twenty' shall be substituted ;

Also "that at page 19, sub-clause (2) line 3, for the word 'fifteen' the word 'twenty' shall be substituted ;

And, "that at page 19, in the proviso to sub-clause (2) line 5, for the word 'fifteen' the word 'twenty' shall be substituted.'

Mr. DEPTUY SPEAKER.—Amendment moved :

"That at page 19, sub-clause (1), item (b), line 2, for the word 'fifteen' the word 'twenty' shall be substituted ;

"Also, that at page 19, sub-clause (2) line 3, for the word 'fifteen' the word 'twenty' shall be substituted ;

"And that at page 19, in the proviso to sub-clause (2) line 5, for the word 'fifteen' the word 'twenty' shall be substituted."

Sri SIDDAIAH KASHIMATH.—My amendment is similar to that of Sri Keshava Murthy. So I am not moving it.

Sri K. PUTTASWAMY.—I accept the amendments.

Mr. DEPUTY SPEAKER.—The question is :

"That at page 19, sub-clause (1), item (b), line 2, for the word 'fifteen' the word 'twenty' shall be substituted ;

Also "that at page 19, sub-clause (2) line 3, for the word 'fifteen' the word 'twenty' shall be substituted ;

"And that at page 19, in the proviso to sub-clause (2) line 5, for the word 'fifteen' the word 'twenty' shall be substituted."

The amendments were adopted.

Mr. DEPUTY SPEAKER.—The question is :

"That clause 17, as amended, stand part of the Bill."

The motion was adopted.

Clause 17, as amended, was added to the Bill.

CLAUSE 18

Mr. DEPUTY SPEAKER.—Sri Keshava Murthy may move his amendment.

Sri H. R. KESHAVA MURTHY.—I beg to move :

"That at page 20, sub-clause (1), line 6, for the word 'fifteen' the word 'twenty' shall be substituted ;

Also "that at page 20, sub-clause (4) shall be deleted."

Mr. DEPUTY SPEAKER.—Amendments moved :

"That at page 20, sub-clause (1), line 6, for the word 'fifteen' the word 'twenty' shall be substituted ;

Also "that at page 20, sub-clause (4) shall be deleted."

Sri SIDDAIAH KASHIMATH.—I beg to move :

"That at page 20, in sub-clause (1), line 6, for the words 'fifteen thousand rupees' the words 'twenty thousand rupees', shall be substituted."

Mr. DEPUTY SPEAKER.—Amendment moved :

"That at page 20, in sub-clause (1) line 6, for the words 'fifteen thousand rupees' the words 'twenty thousand rupees' shall be substituted."

Sri K. PUTTASWAMY.—I have no objection to accept the first amendment of Sri H. R. Keshava Murthy, in sub-clause (4) there is a reference to section 18 and it must be section 17. It is a mistake and that may kindly be corrected.

Mr. DEPUTY SPEAKER.—The necessary corrections be noted in this sub-clause. Regarding amendment of Sri Anna Rao Ganamukhi, the Member is not present.

†**Sri H. R. KESHAVA MURTHY.**—Regarding my first amendment it is accepted. Regarding my second amendment, in view of the correction from Section 18 to Section 17, I withdraw that amendment. I moved for the deletion on account of the misleading fact and now you have corrected. I want to withdraw it.

Mr. DEPUTY SPEAKER.—Has the House leave to the Member to withdraw the amendment.

HON'BLE MEMBER.—Yes.

The amendment was, by leave of the House, withdrawn.

Mr. DEPUTY SPEAKER.—Then I will put Sri Keshava Murthy's amendments to vote. If they are accepted, then Sri Siddaiah Kashimath's amendment does not stand. The question is :

"That at page 20, sub-clause (1), line 6, for the word 'fifteen' the word 'twenty' shall be substituted."

The amendment was adopted.

Mr. DEPUTY SPEAKER.—The question is :

"That clause 18, as amended, stand part of the Bill."

The motion was adopted.

Clause 18, as amended, was added to the Bill.

CLAUSE 19

Sri H. R. KESHAVA MURTHY.—I beg to move :

"That at page 21, in item (b), line 2, for the word 'fifteen' the word 'twenty' shall be substituted."

Mr. DEPUTY SPEAKER.—Amendment moved :

"That at page 21, in item (b), line 2, for the word 'fifteen' the word 'twenty' shall be substituted."

Sri K. PUTTASWAMY.—I accept the amendment

Mr. DEPUTY SPEAKER.—The question is :

"That at page 21, in item (b), line, 2, for the wore 'fifteen' the word 'twenty' shall be substituted.'

The amendment was adopted.

Mr. DEPUTY SPEAKER.—The question is :

"That clause 19, as amended, stand part of the Bill."

The motion was adopted.

Clause 19, as amended was added to the Bill.

CLAUSE 20

MR. DEPUTY SPEAKER.—The question is :

"That clause 20 stand part of the Bill."

The motion was adopted.

Clause 20 was added to the Bill.

CLAUSE 21

MR. DEPUTY SPEAKER.—There is an amendment by Sri H. R. Keshava Murthy.

SRI H. R. KESHAVA MURTHY.—I beg to move:

"That at page 23, in the proviso to item (b), line 2, for the figures and word '30th January, 1950', the figures and word '30th January, 1960' shall be substituted."

MR. DEPUTY SPEAKER.—Amendment moved :

"That at page 23, in the proviso to item (b), line 2, for the figures and word '30th January, 1950', the figures and word '30th January 1960' shall be substituted."

† SRI H. R. KESHAVA MURTHY.—It is a simple amendment. The proviso says :

"Provided that where the transaction between the parties have commenced more than thirty years before 30th January 1950 any settlement of accounts which has been last arrived at between the parties......before the said period of thirty years ......no enquiry into the history and merits of the case shall be made prior to the date of such settlement."

The period, *i.e.*, thirty years before 30th January 1950 is not covered by the Act and the Act covers 30 years prior to 1960. Therefore it is a relevant correction and that it may be made.

SRI K. PUTTASWAMY.—It is no correction. The Select Committee has considered this and fixed the time though the Act provides for transactions 30 years before 1960. This refers to settlement. If there is settlement between the parties and they have recorded settlement for old debts, it takes us back by another 10 years, *i.e.*, upto 1920. It is only to enable parties in such straight cases between 1920 and 1930 where the debtor and creditor have struck the account, the court will rely on that.

†SRI K. S. SURYANARAYANA RAO.—It appears to be a little contradictory if it is thirty years before 30th January 1950. The debtor is defined in this Act as a person who has held land at any time not more than 30 years from 30th January 1960. It comes to 1930. So, make it 1920 or 1930.

5-00 P.M.

Sri K. PUTTASWAMY.—My friend is making a mistake. The proviso is very clear:

"where the transactions between the parties have commenced more than 30 years before 30th January 1950."

Nowhere a reference is made to transactions arising before 1920. This efers only to transactions which have arisen before 1920 and between .920 and 1930 there is a settlement of account.

Sri K. SURYANARAYANA RAO.—He will not be a debtor according to the definition given here.

Mr. DEPUTY SPEAKER.—The time allotted to this Bill is over. Is it the pleasure of the House that the time should be extended by one hour?

HON'BLE MEMBERS.—Yes, Sir.

Mr. DEPUTY SPEAKER.—The time is extended for the Bill for the rest of the day.

Sri K. PUTTASWAMY.—Our friends have tabled the amendments. I had the benefit of the amendment yesterday. I have looked into it. This clause deals with the mode of taking the account. While taking the account if the court comes across a settlement of account between the parties between 1920 and 1930, the court will rely on that settlement of account. They will not reopen it. Therefore, the Select Committee has deliberately fixed the period of 30 years before 30th January 1950.

Sri H. R. KESHAVA MURTHY.—1950 is an arbitrary figure. How have you arrived at 1950?

Sri K. PUTTASWAMY.—The Joint Select Committee having considered all these have fixed up that period.

Sri K. SURYANARAYANA RAO.—Sir, to be a debtor he must have had transactions for 30 years from 1960. That would take us to the year 1930. Here, how can application be made under item (4) which limits to the period of 1930 while taking accounts which go beyond 1930? I may say that it is not covered by this Act. That would be an inconsistency. I only wish the Hon'ble Minister to consider this aspect. Under item (4) it is an application to be made by a debtor whose delts will be for a period of 30 years from 1960, that is 1930.

Sri G. V. GOWDA.—This relates to the transaction 30 years back from 1950. Before 1950 if there is a settlement, it will not be re-opened. It simply means that. There is no need for any discussion here at all. Whether he is a debtor at that time or if there is a settlement before 1920 it will not be questioned. It simply means that.

Sri K. PUTTASWAMY.—There seems to be some mistaken impression about the entire affair. This refers to 30th January 1960 or 30 years before January 1960. Reference to documents will be treated as mortgage. He may not have contracted the debt. The debt may be 50

years old. What this proviso states is, in case there is a settlement of account between parties, between 1920 and 1930, that shall not be re-opened. That debt continues. The court will re-open the other transactions after 1930. But it will not re-open the settlement of account duly recorded between 1920—1930. There is no ambiguity and there is no incorrectness. The Joint Select Committee has considered this and has come to proper conclusions.

Sri H. R. KESHAVA MURTHY.—I do not want to withdraw the amendment, Sir.

Mr. DEPUTY SPEAKER.—I will put the amendment:

The question is:

"That in clause 21, in proviso to item (6) line 2, for the figures and words '30th January 1950' the figures and words "30th January 1960" shall be substituted."

The amendment was nagatived.

Mr. DEPUTY SPEAKER.—The question is:

"That clause 21 stand part of the Bill.

The motion was adopted.

Clause 21 was added to the Bill.

CLAUSE 22.

Sri H. R. KESHAVA MURTHY.—Sir, I beg to move:

"That in clause 22, the proviso to the clause shall be deleted."

Mr. DEPUTY SPEAKER.—Amendment moved:

"That in clause 22, the proviso to the clause shall be deleted."

†Sri H. R. KESHAVA MURTHY—Why I want the deletion of the proviso is this. It is fair rent fixed. Supposing the mortgagee derives more income out of that land, is he going to part with the excess income derived from the mortgage? Why should the proviso be there? I want that proviso should be deleted. That is all.

Sri K. PUTTASWAMY.—I am not accepting this amendment.

Sri G. V. GOWDA.—Sri H. R. Keshava Murthy should understand that this is a legislation which is going to give relief to the debtors and not to creditors. When the Government is giving remission to such an extent, even the debts pending discharge must be postponed. That is what it means. When the Government itself gives remission, naturally he is entitled to get the same concession at the hands of his creditors also.

Sri K. PUTTASWAMY.—I am not accepting this amendment.

Sri ANNA RAO GANAMUKHI.—I want to say one word on the suspension or remission. If the land revenue is suspended, then it does not mean that it is not remitted. It becomes recoverable next year.

(SRI ANNA RAO GANAMUKHI)

Therefore it abates only when the remission is made. But when it is suspended, it cannot abate. Therefore how can any court make any abatement when it is not remitted fully ?
Suspension is mere postponement to the next year. The word suspension should be deleted. That seems reasonable.

Sri K. PUTTASWAMY.—This refers to the payment of rentwhole or part of the rent. Land revenue would be suspended if the Government comes to a decision that the agriculturists have not been able to get the full crop. When the village officers certify Government gives temporary relief by suspension. He is given relief in part. Under the Tenancy Act he gets relief.

Sri H. R. KESHAVA MURTHY.—I press my amendment, Sir.

Mr. DEPUTY SPEAKER.—The question is :

"That in clause 22 the proviso to the clause shall be deleted."

The amendment was negatived.

Mr. DEPUTY SPEAKER.—The question is :

"That clause 22 stand part of the Bill."

The motion was adopted.

Clause 22 was added to the Bill.

CLAUSE 23.

Sri H. R. KESHAVA MURTHY.—Sir, I beg to move :

"That in clause 23, at page 24, sub-clause (2) shall be deleted."

Mr. DEPUTY SPEAKER.—Amendment moved :

"That in clause 23, at page 24, sub-clause (2) shall be deleted."

What about the other amendment given notice of by Sri Siddaiah Kashimath ?

Sri SIDDAIAH KASHIMATH.—I have been satisfied with the explanation given by the Hon'ble Minister. Hence, I am not moving my amendment.

Sri H. R. KESHAVAMURTHY.—Why I want the deletion of the clause is for this reason. This sub-clause leads to all sorts of litigation. The agricultural labourer does not want his land back. But some touts do not allow him peace of mind. They create unnecssary complications and litigation and trouble and the land is not cultivated. Thereby the output of food is affected. They do not allow a normal citizen or villager to lead a normal life. If this clause continues, all people who have lost land 45 years before—they will be brought into the arena and trouble is created in the rural areas. It is with the intention of prevent-

ing this trouble, I have moved the amendment for deletion of this clause. Of course, it may be said that the labourer will be benefited. But such cases are very few. They may be only one or two per cent. You will create factions, complications and litigations in the rural areas if you do not delete this clause. Normal life in the rural areas will cease. Therefore I want this sub-clause to be deleted.

† Sri G. V. GOWDA.—I oppose the amendment, Sir. Here, an agriculturist is given an opportunity to challenge in a court that the transaction he entered into was not a sale, but a mortgage. The Court will decide on going through evidence. If an agricultural labourer has been able to prove to the court that the transaction entered into was only a mortgage and not a sale, he must be allowed to have a say in the matter. An agriculturist who is not a debtor and who has no debts subsisting, must also be given the opportunity to challenge such an alienation. In practice we know people take sale deeds by advancing small amounts by saying that if interest and capital is paid, they will return the sale deed or execute a fresh sale deed. Moreover if it is a mere allegation the court may not take cognisance of it. There should be positive proof. The burden of poor is on the person who alleged. If he is able to prove that the transaction entered into is only a mortgage and not a sale, the court will give the correct decision.

Mr. DEPUTY SPEAKER.—What Sri Keshava Murthy is apprehensive of is—not the agricultural labourer claiming it, but that third parties come and disturb.

Sri G. V. GOWDA.—Sir, for fun, nobody goes to a Court. If the Court finds it so, the person who alleges, is liable for punishment. There must be a genuine transaction. I know that very many money-lenders have taken land because of small debts. There are so many such cases. The Court is there to find out the truth and then there is appeal provided. The legal practitioners are also permitted to appear. The Hon'ble Minister should provide an opportunity to agriculturists who may not have debts subsisting to have recourse to law.

† Sri K. S. SURYANARAYANA RAO.—There is some substance in the amendment moved by Sri Keshava Murthy. I support the amendment in this way. If an application is made to a Court after thirty years that it is a mortgage and is pleaded as such, it means that whether rights were vested thirty years ago by means of legally executed document under law whether it is under the Transfer of Property Act or Registration Act or any other Act, and which was then transferred, are being challenged again. Merely for the reason, that he may be continued as a tenant on the land, he should not be made to take advantage of the Act. Within these thirty years, it may have passed three hands. The fourth man who has purchased it, *bona fide,* may be deprived of, on the ground that an application is made under the Act under the present provision.

Sri C. J. MUCKANNAPPA.—It is only an opportuuity provided.

Sri K. S. SURYANARAYANA RAO.—But a *bona fide* purchaser is not covered under this clause. I can understand Sri G. V. Gowda when he says that it is a transaction between the debtor and the creditor within thirty years or after thirty years. But within thirty years if something has happened, if the third or the fourth person has purchased the same *bona fide*, then that *bona fide* purchaser will be deprived of the rights acquired by him. Such *bona fide* purchasers are not covered at all. I quite see the point when the transaction is between the debtor and the creditor. But in the case of a third or fourth person, what is the effect?

For the mere reason that he is a tenant, he should not be allowed to construe and take advantage of the Act and say that this is a mortgage and not a sale and claim relief. Should the *bona fide* holder go without relief? Therefore, there is much sense in what Sri Keshava Murthy has to say about this amendment.

ಶ್ರೀ ಸಿ. ಜೆ. ಮುಕ್ಕಣ್ಣಪ್ಪ.—ಅಧ್ಯಕ್ಷರೇ, ನಾನು ಶ್ರೀಮಾನ್ ಕೇಶವ ಮೂರ್ತಿಗಳು ತಂದಿರತಕ್ಕ ತಿದ್ದುಪಡಿಯನ್ನು ಬಹಳ ವಿಷಾದದಿಂದ ವಿರೋಧಮಾಡಬೇಕಾಗಿದೆ. ಇದುವರೆಗೆ ನಾವು ಇಲ್ಲಿ ಏನು ಹೇಳಿದ್ದೇವೆಂದರೆ, ವ್ಯವಸಾಯಗಾರನಾಗಿ ಸಾಲಮಾಡಿರುವವನಿಗೆ ಅನೇಕ ಸೌಲಭ್ಯಗಳನ್ನು ಒದಗಿಸಬೇಕು. ಈ ಸೌಲಭ್ಯವನ್ನು ಕಾನೂನು ಮೂಲಕ ಕೊಡುತ್ತೇವೆಂದು ಹೇಳಿ ಈಗ ಕೊಡಬೇಡಿ ಎಂದು ಹೇಳುವುದು ಬಹಳ ವಿರೋಧವಾಗುತ್ತದೆ. ವ್ಯವಸಾಯಗಾರರು ಕ್ರಯ ಮಾಡುವಾಗ ಶ್ರೀಮಂತರು ಹಣ ಕೊಡುತ್ತಾರೆ. ನಾಮಕಾವಸ್ತೆಗಾದರೂ ಹತ್ತಾಣೆ ಕಾಗದದಲ್ಲಿ ಬರೆಸಿಕೊಳ್ಳುತ್ತಾರೆ. ನಂಬಿಕೆ ಕ್ರಯಮಾಡಿದರೆ ಸಾಕು, ಹಣ ಕೊಡುತ್ತಾರೆ. ಶ್ರೀಮಂತರು ಅವನಲ್ಲಿ ನಂಬಿಕೆ ಇಲ್ಲವೆಂದು ಈ ರೀತಿ ಮಾಡುತ್ತಾರೆ. ಈ ನಡೆವಳಿಕೆ ವ್ಯವಸಾಯಗಾರನ ಬೋನ ಫೈಡ್ ವ್ಯವಹಾರಲ್ಲವೇ? ಇಂತಹ ವಿಚಾರಗಳನ್ನು ಜಡ್ಜ್ ಆಗಿರುವವರು ಜುಡಿಷಿಯಸ್ ಮೈಂಡಿನಿಂದ ನೋಡಬೇಕು. ಅದಿಲ್ಲದೇ ಹೋದರೆ ವ್ಯವಸಾಯಗಾರನಿಗೆ ಖಂಡಿತವಾಗಿ ರಿಲೀಫ್ ಸಿಕ್ಕುವುದಿಲ್ಲ. ಈ ತಿದ್ದುಪಡಿಯನ್ನು ಮಾನ್ಯ ಸದಸ್ಯರು ವಾಪಸು ತೆಗೆದುಕೊಳ್ಳಬೇಕು.

The person who makes an application should adduce evidence to the best satisfaction of the court; otherwise, his application would be dismissed This is an opportunity afforded to the agriculturist labourer to prove it to the best satisfaction of the court. Otherwise, a person who has knocked off a property for two thousand rupees which may be worth ten thousand rupees, will go away with the property. I oppose the amendment of Sri Keshava Murthy.

†ಶ್ರೀ ಎಚ್. ಡಿ. ದೇವೇಗೌಡ —ಅಧ್ಯಕ್ಷರೇ, ನನ್ನ ಮಾನ್ಯ ಸ್ನೇಹಿತರಾದ ಶ್ರೀಮಾನ್ ಕೇಶವ ಮೂರ್ತಿಯವರು ತಂದಿರತಕ್ಕ ತಿದ್ದುಪಡಿಯನ್ನು ನಾನು ಒಪ್ಪುತ್ತೇನೆ. ಅದನ್ನು ಮಾನ್ಯ ಮಂತ್ರಿಗಳೂ ಸಹ ಒಪ್ಪಬಹುದೆಂದು ನಾನು ಹೇಳುತ್ತೇನೆ. ಈಗ ನನಗೆ ಬಂದಿರುವ ಅನುಮಾನ ಇಷ್ಟೆ; ಶ್ರೀಮಾನ್ ಮುಕ್ಕಣ್ಣಪ್ಪನವರು ಮತ್ತು ಶ್ರೀಮಾನ್ ಜಿ. ವಿ. ಗೌಡರು ವಾದಿಸಿದಂತೆ ಕೆಲವು ಕ್ರಯ ಪತ್ರಗಳನ್ನು ಮಾಡಿಸತಕ್ಕದ್ದು ಹಾಗೂ ನಂಬಿಕೆ ಮೇಲೆ ಕ್ರಯಗಳನ್ನು ಮಾಡಿಸತಕ್ಕದ್ದು—ಇವೆಲ್ಲಾ ಅಗ್ರಿಕಲ್‌ಚರಲ್‌ನಲ್ಲಿ ಇರಲೇ ಬೇಕಾದ್ದು ಸರಿ. ಆದರೆ ಇದರಲ್ಲಿ ಇನ್ನು ಕೆಲವು ಅಂಶಗಳನ್ನು ಹೇಳಿದರು, ಇಂತಹ ಟ್ರಾನ್ಸಾಕ್ಷನ್ಸ್ ಕೇವಲ ಐದು ವರ್ಷಗಳಿಂದೀಚೆಗೆ ನಡೆದಿರಬಹುದೆಂದು ನಾನು ಭಾವಿಸುತ್ತೇನೆ. 30 ವರ್ಷಗಳ ಹಿಂದೆ ಈ ತರಹ ವಿದ್ಯೆ ಯಾರೂ ಕಲಿತಿರಲಿಲ್ಲ; ಆ ರೀತಿ ಬರೆಸಿಕೊಳ್ಳುತ್ತಲೂ ಇರಲಿಲ್ಲ. ಬಹುಶಃ ಏನಾದರೂ ಖರೀದಿಗೆ ಬರೆಸಿಕೊಂಡು ಸಾಲಕೊಡುವ ಈಗಿನ ಪದ್ಧತಿ 4-5 ವರ್ಷಗಳಿಂದ ಬಂದಿದೆ. ಸ್ವಾತಂತ್ರ್ಯ ಬರುವುದಕ್ಕೆ ಮುಂಚೆ ಕ್ರಯ ಬರೆಸಿಕೊಂಡು ಸಾಲಕೊಡುತ್ತಿರಲಿಲ್ಲ. ಹಿಂದೆ 30 ವರ್ಷಗಳಿಂದ ಬಂದಿರತಕ್ಕ ಟ್ರಾನ್ಸಾಕ್ಷನ್‌ಗಳಿಗೆ ಅಪ್ಲೈ ಆಗುವುದು ಒಳ್ಳೆಯದು. ಈ ಮಸೂದೆಯಲ್ಲಿ ಈಗ ಇರುವಂತೆ ರೈತರಿಗೆ ಏನು ಸೌಕರ್ಯವನ್ನು ಕೊಟ್ಟಂತಾಯಿತು ಎಂಬುದು ನನಗೆ ಗೊತ್ತಾಗುವುದಿಲ್ಲ. ಅದರ ಬಗ್ಗೆ ಹತ್ತಾರು ಸಾವಿರ ರೂಪಾಯಿಗಳನ್ನು ಖರ್ಚುಮಾಡಿ ಜಮೀನನ್ನು ಇಂಪ್ರೂವ್‌ಮಾಡಿದರೆ, ಏನು ಪರಿಣಾಮವಾಗುತ್ತದೆಂಬುದನ್ನು ಮಾನ್ಯ

ಮಂತ್ರಿಗಳು ತಿಳಿಸಬೇಕು. ಆದ್ದರಿಂದ ನನ್ನ ಮಾನ್ಯ ಸ್ನೇಹಿತರ ತಿದ್ದುಪಡಿಯನ್ನು ಒಪ್ಪಿಕೊಳ್ಳಬಹುದು ಎಂಬುದಾಗಿ ನಾನು ಹೇಳುತ್ತೇನೆ.

†Sri ANNA RAO GANAMUKHI.—Sir, this provision is very inflexible and gives opportunity to open a transaction about an immoveable property made over long back. The agricultural labourer who has no land whatsoever and who has been deprived of his land long long ago has been given an opportunity by virtue of this Act. It is a very laudable measure and there is no doubt about it. But, here sub-section (2) says that the court which deals with such a transaction is not an administrative court; it is a judicial court. It takes evidence, frames issues and gives decision with reasons thereto. The court has to be satisfied. There are two kinds of satisfaction in lay. One is the subjective satisfaction and the other of the objective satisfaction. The wording used here gives the indication that if the court is satisfied without even going into the evidence, documentary or otherwise, only by seeing the circumstances, it will declare. This subjective satisfaction is not a judicial one. If a judicial officer who gives a judgment passing on the fact, he must have satisfied himself on the concrete evidence adduced by the party before the court. The wording is ; 'circumstances connected with the transaction '. It cannot be satisfied only by 'circumstances'. No judicial officer can take an objective decision on this. Objective decision means, basing on some concrete evidence and documentary evidence and if the court is satisfied on the evidence produced by the parties, there is no objection. In the judicial court, there will be a proposition and an opposition. So, the wording 'circumstances' is not correct. In legal terms, we must say " evidence adduced by the party ".

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We may say any legal evidence adduced by the party. What I wish to say is, some tests have to be applied and unless you prescribe a right test court will act as an administrative court but the court must be given power to probe into the matter.

Sri K. S. SURYANARAYANA RAO.—I would only draw the attention to clause 24 which covers repealing of the Debt Conciliation Act. It says " before the commencement of the Repealing Act ". What should happen to cases after that ?

Sri K. PUTTASWAMY.—I think sufficient arguments have been advanced in support of these provisions. The only point that I wish to bring to the notice of this House is, the Hon'ble Member Sri G. V. Gowda pointed out that this benefit should be available to persons who do not come under sub-clause (5) of clause 2. The last sentence in sub-clause (2) of clause 23 makes very clear.

> " When the Court makes any such declaration the applicant shall, notwithstanding anything contained in the definition of " debtor " in sub-section (5) of section 2, be deemed to be a

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debtor for the purposes of this Act and the Court shall proceed as if an application under section 4 had been made to it."

This also covers cases that Sri G. V. Gowda had in mind.

As regards the other point there seems to be a total difference in looking at the point. The object of this legislation is to help to confer certain benefits on persons, because of certain adverse circumstances, have lost property and have been exploited. In order to help such class of persons this provision is made. The Hon'ble Member Sri Keshava Murthy expressed the fear that there would be people who would create litigation. I am sure now that in our country there is enlightenment and there are Hon'ble Members like Sri Keshava Murthy. We expect that such persons will definitely give a lie to the dangers and enable them to seek such relief as they are entitled to and not embark on fictitious litigations. Therefore, I am not able to accept the amendment proposed by Sri H. R. Keshava Murthy.

Mr. DEPUTY SPEAKER.—The question is :

"That in clause 23 at page 14, sub-clause 2 shall be deleted."

The amendment was negatived.

Mr. DEPUTY SPEAKER.—The question is :

"That clause 23 stand part of the Bill."

The motion was adopted.

Clause 23 was added to the Bill

CLAUSE 24

Sri ANNA RAO GANAMUKHI.—I move :

"That in clause 24 at page 25 in item (i) last line, the semicolon and the word 'and' shall be deleted and the words 'or by the Jagirdars Debts Settlement Board' shall be added.

Mr. DEPUTY SPEAKER.—Amendment moved :

"That in clause 24, at page 25 in item (i) last line the semicolon and the word 'and' shall be deleted and the words 'or by the Jagirdars Debts Settlement Board' shall be added.

†Sri ANNA RAO GANAMUKHI.—Under the Hyderabad Jagirdars Debt Settlement Act there were objections, that is to say, many of the jagirdars who sold their lands to the creditors came and set up a plea that their lands were not outright sold but were mortgaged. There was a provision in the Jagirdars Debt Settlement Act to say that if it is not sale then the Board may decide whether it is an outright sale or mortgage. If such cases are decided pertaining to the areas which then fell in the former Hyderabad

State, they should not be reopened. That reference is also necessary here because the creditors or the jagirdar debtors are no more jagirdars. I do not know whether the Minister has examined this.

SRI K. PUTTASWAMY.—May I bring to the notice of the House that in sub-clause (v) of clause 3 it is stated :

"any sum in respect of which procedings have been taken under the Hyderabad Jahgirdars Debt Settlement Act, 1952 ;"

I think this would meet the point mentioned by the Hon'ble Member.

SRI ANNA RAO GANAMUKHI.—I beg leave of the House to withdraw the amendment.

MR. DEPUTY SPEAKER.—Has the member leave of the House to withdraw the amendment ?

HON'BLE MEMBERS.—Yes.

The amendment was, by leave of the House, withdrawn.

MR. DEPUTY SPEAKER.—The question is :

"That clause 24 stand part of the Bill."

The motion was adopted.

Clause 24 was added to the Bill.

CLAUSE 25

SRI ANNA RAO GANAMUKHI.—Sir, I beg to move :

"That at page 25, in sub-clause (4), last line, for the words 'willing to give' the words 'entitled to give under the laws for the time being in force' shall be substituted"

Also—

"That at page 26, after sub-clause (5), the following sub-clause shall be added as sub-clause (6):

"(6) after the receipt of statement as required by sub-section (4), if it appears to the court that the Deputy Commissioner, the Co-operative Society and the Scheduled Banks are withholding remission without valid reason, it can proceed to scale down the demand in the manner prescribed".

MR. DEPUTY SPEAKER.—Amendments moved :

"That at page 25, in sub-clause (4), last line, for the words 'willing to give' the words 'entitled to give under the laws for the time being in force' shall be substituted".

Also—

"That at page 26, after sub-clause (5), the following sub-clause shall be added as sub-clause (6) :

"(6) after the receipt of statement as required by sub-section (4), if it appears to the court that the Deputy Com-

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missioner, the Co-operative Society and the Scheduled Banks are withholding remission without valid reason, it can proceed to scale down the demand in the manner prescribed."

†Sri ANNA RAO GANAMUKHI.—Sir, if it is left to the sweet will of the Deputy Commissioner or the Co-operative or the Scheduled Banks I do not think they will agree to remit any portion of the debt. If they are allowed to remit any portion of the debt by the laws by which they are governed, then alone they will do it. If there is no provision in the Co-operative Societies Act or the Land Revenue Code or the Companies Act, I do not think they will express their willingness to remit any portion of the debt. If they are entitled to remit the debt then alone they can do it. Otherwise, their willingness is of no use.

The purpose of my second amendment is that, if they do not remit when they are entitled to do so, should not the court have the power to give some relief ?

Sri K. PUTTASWAMY.—Sir, these debts have been specifically saved under clause 3 because they are public bodies which do not indulge in transactions which can be attacked in a court of law.

Regarding the first amendment, Sri Anna Rao wants to substitute the words 'entitled to give under the laws for the time being in force' for the words 'willing to give'. If the Scheduled Bank or the Co-operative Society or the Government are entitled to remit, what amount they are willing to remit is the point. Sri Anna Rao's point of view is that, whether they are willing or not, they are entitled to give and if they do not give, by his amendment he wants to take away what the House has already given under sub-clause (3). I think the House may not accept that. The interests of Government are sufficiently safeguarded. I regret my inability to accept these amendments.

Sri ANNA RAO GANAMUKHI.—Sir, I beg leave to withdraw my amendment.

Mr. DEPUTY SPEAKER.—Has the Members leave to withdraw amendment?

HON'BLE MEMBERS.—Yes.

The amendment was, by leave of the House, withdrawn.

Mr DEPUTY SPEAKER.—The question is that clause 25 stand part of the Bill.

The motion was adopted.

Clause 25 was added to the Bill.

Mr. DEPUTY SPEAKER.—The question is :

"That clause 26 stand part of the Bill".

The motion was adopted.

Clause 26 was added to the Bill,

CLAUSE 27

Sri ANNA RAO GANAMUKHI.—Sir, I beg to move :

"That at page 26, sub-clause (3) shall be deleted".

Mr. DEPUTY SPEAKER.—Amendment moved :

"That at page 26, sub-clause (3) shall be deleted".

†Sri ANNA RAO GANAMUKHI.—Sir, there are two provisions made in this Bill about alienations, *viz.*, under clause 27 and under clause 40, Under clause 40 the words used are 'a debtor who is a party to any proceedings under this Act' whereas in clause 27 the words used are 'If, in the course of the hearing of an application under section 4......'. When the transfer takes place during the course of the hearing of an application made under section 4, this should not come under clause 27 but should come under clause 40. During the pendency of an application, if a transfer is made, it should be void. There is no necessity to call the parties and declare it as void. The intention of Government appears to be that if fraudulent transfers are made before an application is made to the court under section, it should be declared as void. If that is the intention, the position should be made clear.

Sri G. V. GOWDA.—I am sorry to oppose the amendment. The sub-clause must be left as it is without being deleted.

†Sri K. S. SURYANARAYANA RAO.—So far as sub-clause (3) is concerned, I feel that under clauses 23 and 24 certain limitations are prescribed. Here there are no limitations and so clauses 23 and 24 and 27 do not go together. If clause 27 is to be accepted, then clause 24 will not be valid because under clause 24 something is sought to be done within a particular period of time. If the court comes to the conclusion at the time of hearing under clause 24 that the transaction is a *bona fide* transaction for value then he is covered, but under clauses 24 and 25 there is a slight inconsistency. Either this will have to be modified or that will have to be modified.

†Sri H. R. KESHAVA MURTHY.—The heading of this clause reads "Fraudulent alienations or incumbrances void". So I feel that this sub-clause (3) is sperfluous. If it is an incumbrance made in good faith, naturally it is not void. Therefore, this sub-clause must be deleted.

Sri K. PUTTASWAMY.—I am sorry I cannot accept this amendment. This is only seeking to protect the rights of persons, alienees or holders of incumbrances who have entered into such a transaction in good faith and for valuable consideration.

Mr. DEPUTY SPEAKER.—The question is :

"That at page 26 in clause 27, sub-clause (3) shall be deleted."

The amendment was negatived.

Mr. DEPUTY SPEAKER.—The question is :

"That clause 27 stand part of the Bill."

The motion was adopted.

Clause 27 was added to the Bill.

CLAUSE 28.

Sri ANNA RAO GANAMUKHI.—I beg to move :

"That at page 27 in sub-clause (3) of clause 28, in line 2, after the word 'deducted' the words 'excluding the amounts of debt extinguished from non-submission of statement under sub-section (5) of section 25' shall be added."

Mr. DEPUTY SPEAKER.—Amendment moved :

"That at page 27 in sub-clause (3) of clause 28 line 2, after the word 'deducted' the words 'excluding the amounts of debt extinguished from non-submission of statement under sub-section (5) of section 25' shall be added."

Sri K. PUTTASWAMY.—I cannot accept this amendment.

Mr. DEPUTY SPEAKER.—The question is :

"That at page 27 in sub-clause (3) of clause 28, in line 2, after the word 'deducted' the words 'excluding the amounts of debt extinguished from non-submission of statement under sub-section (5) of section 25' shall be added."

The amendment was negatived.

Mr. DEPUTY SPEAKER.—The question is :

"That clause 28 stand part of the Bill."

The motion was adopted.

Clause 28 was added to the Bill.

Mr. DEPUTY SPEAKER.—The question is :

"That clauses 29 and 30 stand part of the Bill."

The motion was adopted.

Clauses 29 and 30 were added to the Bill.

CLAUSE 31

Sri H. R. KESHAVA MURTHY.—I beg to move :

"That at page 29 in sub-clause (2) item (iv), of clause 31 for the word 'twelve' the word 'fifteen' shall be substituted and the proviso shall be deleted."

Mr. DEPUTY SPEAKER.—Amendment moved :

"That at page 29 in sub-clause (2) item (iv) of clause 31 for the word 'twelve' the word 'fifteen' shall be substituted and the proviso shall be deleted."

Sri H. R. KESHAVA MURTHY.—This is a simple amendment and I hope the Minister will accept it.

Sri K. PUTTASWAMY.—This is regarding payment of scaled down debt. I think twelve instalments are sufficient. I cannot accept the amendment.

Mr. DEPUTY SPEAKER.—The question is :

"That at page 29 in sub-clause (2) item (iv) of clause 3, for the word 'twelve' the word 'fifteen' shall be substituted and the proviso shall be deleted."

The amendment was negatived.

Mr. DEPUTY SPEAKER.—The question is :

"That clause 31 stand part of the Bill."

The motion was adopted.

Clause 31 was added to the Bill.

CLAUSES 32 TO 42

Mr. DEPUTY SPEAKER.—The question is :

"That clauses 32 to 42, both inclusive, stand part of the Bill."

The motion was adopted.

Clauses 32 to 42, both inclusive, were added to the Bill.

CLAUSE 43

Sri H. R. KESHAVA MURTHY.—I beg to move :

"That at for item (3) the following shall be substituted :

"(3) A second appeal shall lie to the High Court against the order of the District Court."

Mr. DEPUTY SPEAKER.—Amendment moved :

"That for item (3) the following item shall be substituted :

"(3) A second appeal shall lie to the High Court against the order of the District Court."

Sri H. R. KESHAVA MURTHY.—As the decision of the District Court is influenced by so many considerations it is better that a second appelal is made to lie to the High Court. We are seeing nowadays so many reverses even in facts of the case. Therefore High Court is the best authority to give justice to the party. That is why I have made provision for a second appeal to the High Court.

Sri K. PUTTASWAMY.—Such cases are mostly on facts and therefore one appeal is considered sufficient. I submit that the clause as recommended by the Select Committee may be passed.

Mr. DEPUTY SPEAKER.—The question is :

"That for item (3) the following shall be substituted :

"(3) A second appeal shall lie to the High Court against the order of the District Court".

The amendment was negatived.

Mr. DEPUTY SPEAKER.—The question is :

"That Clause 43 stand part of the Bill."

The motion was adopted.

Clause 43 was added to the Bill.

CLAUSES 44 TO 64.

Mr. DEPUTY SPEAKER.—The question is :

"That clauses 44 to 64, both inclusive, stand part of the Bill".

The motion was adopted.

Clauses 44 to 64, both inclusive, were added to the Bill.

CLAUSE I, ETC.

Mr. DEPUTY SPEAKER.—The question is :

"That clause 1, the Title and the Preamble stand part of the Bill."

The motion was adopted.

Clause 1, the Title and the Preamble were added to the Bill.

Motion to pass.

Sri K. PUTTASWAMY.—I beg to move :

"That the Mysore Agricultural Debtors, Relief Bill, 1965, as reported by the Joint Select Committee and as amended, be passed."

Mr. DEPUTY SPEAKER.—The question is :

"That the Mysore Agricultural Debtors', Relief Bill, 1965, as reported by the Joint Select Committee and as amended, be passed."

The motion was adopted.

Mr. DEPUTY SPEAKER.—The House will now rise and re-assemble tomorrow at 1-00 P.M.

The House adjourned at Six of the Clock to meet again at One of the Clock on Wednesday, the 20th October 1965.

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